

This document constitutes two prospectuses for the purposes of Article 5.4 of Directive 2003/71/EC of the European Parliament and the Council of 4 November 2003, as amended or superseded (the "**Prospectus Directive**"): (i) the prospectus of Deutsche Telekom AG in respect of non-equity securities within the meaning of Article 22 No. 6 (4) of the Commission Regulation (EC) No. 809/2004 of 29 April 2004, as amended ("**Non-Equity Securities**") and (ii) the prospectus of Deutsche Telekom International Finance B.V. in respect of Non-Equity Securities (together, the "**Prospectus**").



## Deutsche Telekom AG

Bonn, Federal Republic of Germany

as Issuer and as Guarantor for Notes issued by

## Deutsche Telekom International Finance B.V.

a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands and having its corporate seat (*statutaire zetel*) in Maastricht, The Netherlands as Issuer

**EUR 35,000,000,000**

### Debt Issuance Programme

(the "**Programme**")

Application has been made to the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), which is the Luxembourg competent authority for the purpose of the Prospectus Directive, for its approval of this Prospectus.

Application has been made to list Notes to be issued under the Programme on the official list of the Luxembourg Stock Exchange and to trade Notes on the regulated market "*Bourse de Luxembourg*". The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014, and amending Directive 2002/92/EC and Directive 2011/61/EU (recast), (the "**Regulated Market**"). Notes issued under the Programme may also not be listed at all.

Each Issuer has requested the CSSF to provide the competent authorities in the Federal Republic of Germany ("**Germany**"), The Netherlands, the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland and the Republic of Austria, with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the *Loi relative aux prospectus pour valeurs mobilières* (the "**Luxembourg Law**") which implements the Prospectus Directive into Luxembourg law ("**Notification**"). Each Issuer may request the CSSF to provide competent authorities in additional host Member States within the European Economic Area with a Notification. By approving a prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the issuer pursuant to Article 7(7) of the Luxembourg Law. See "*Risk Factors*" for a discussion of certain factors which should be considered by prospective investors in connection with an investment in any of the Notes.

*Arranger*

**Deutsche Bank**

*Dealers*

<b>Barclays</b>	<b>BNP PARIBAS</b>	<b>Citigroup</b>
<b>Deutsche Bank</b>	<b>DZ BANK AG</b>	<b>Goldman Sachs International</b>
<b>J.P. Morgan</b>	<b>Morgan Stanley</b>	<b>NatWest Markets</b>
<b>Société Générale</b>		<b>UniCredit Bank</b>
<b>Corporate &amp; Investment Banking</b>		

This Prospectus has been filed with the CSSF and will be published in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and the website of Deutsche Telekom AG (<http://www.telekom.com/bonds>). This Prospectus succeeds the Prospectus dated 18 May 2018 pertaining to the Programme.

## Responsibility Statement

Deutsche Telekom AG ("**Deutsche Telekom AG**", the "**Guarantor**" or the "**Company**" and together with its consolidated subsidiaries, "**Deutsche Telekom**", the "**Group**" or "**Deutsche Telekom Group**") with its registered office in Bonn and Deutsche Telekom International Finance B.V. ("**Finance**") with its registered office in Maastricht (each an "**Issuer**" and together the "**Issuers**") are solely responsible for the information given in this Prospectus and for the information which will be contained in the Final Terms (as defined herein), provided that:

Finance is not responsible for the description of Deutsche Telekom.

Each Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus for which it is responsible is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

## Notice

This Prospectus should be read and construed in conjunction with any supplement thereto and with any document incorporated herein by reference (the "**Reference Documents**"). Full information on each Issuer and any tranche of Notes (as hereinafter defined) is only available on the basis of the Prospectus as supplemented, together with the Reference Documents and the relevant final terms (the "**Final Terms**").

Each Issuer has confirmed to the dealers set forth on the cover page and any additional dealer appointed from time to time under the Programme (each a "**Dealer**" and together the "**Dealers**") that this Prospectus contains, as of the date hereof, all information with regard to the Issuers and the Notes which is material in the context of the Programme and the issue and offering of Notes thereunder; that the information contained herein with respect to the Issuers and the Notes is accurate in all material respects and is not misleading; that any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; that there are no other facts, the omission of which would make any statement, whether fact or opinion, in this Prospectus misleading in any material respect; and that all reasonable enquiries have been made to ascertain all facts and to verify the accuracy of all statements contained herein.

No person has been authorised to give any information which is not contained in or not consistent with this Prospectus or any other document entered into in relation to the Programme or any information supplied by any Issuer or such other information as in the public domain and, if given or made, such information must not be relied upon as having been authorised by the Issuers, the Guarantor, the Dealers or any of them.

Neither the Arranger nor any Dealer nor any other person mentioned in this Prospectus, excluding the Issuers, is responsible for the information contained in this Prospectus or any supplement thereof, or any Final Terms or any other Reference Document, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility as to the accuracy and completeness of the information contained in any of these documents.

This Prospectus is valid for 12 months after its approval and this Prospectus and any supplement hereto as well as any Final Terms reflect the status as of their respective dates of issue. The delivery of this Prospectus as supplemented or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial condition of each of the Issuers since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Each of the Issuers has undertaken with the Dealers to supplement this Prospectus or publish a new Prospectus at any time after submission of the Prospectus for approval to the Commission if and when the information herein should become materially inaccurate or incomplete or in the event of any significant new factor, that is capable of affecting the assessment of the Notes by potential Investors.

The Notes will not be registered under the United States Securities Act of 1933, as amended, and will include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons, see "*Selling Restrictions*".

The distribution of this Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus or any Final Terms comes are required by the Issuers and the Dealers to inform themselves about and to observe any

such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Prospectus or any Final Terms and other offering material relating to the Notes, see "*Selling Restrictions*".

This Prospectus is drawn up in the English language. The German versions of the English language Terms and Conditions and Guarantee are shown in this Prospectus for additional information. As to form and content, and all rights and obligations of the Holders and the Issuer under the Notes to be issued, German is the controlling legally binding language if so specified in the relevant Final Terms. In respect of the Guarantee, the German language version is always controlling and legally binding as to form and content, and all rights and obligations of the Holders and the Guarantor thereunder. The Issuers accept responsibility for the information contained in this Prospectus and confirm that the non-binding translation of the Terms and Conditions, either in the German or English language, correctly and adequately reflects the respective binding language version.

The Final Terms in respect of any Notes may include a legend entitled "*MiFID II Product Governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

If the Final Terms in respect of any Notes include a legend entitled "*Prohibition of Sales to EEA Retail Investors*", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**This Prospectus may only be used for the purpose for which it has been published.**

**Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes issued under the Programme is entitled to use the Prospectus as set out in "*Consent to the Use of the Prospectus*" below.**

**This Prospectus and any Final Terms must not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.**

**In connection with the issue of any Tranche of Notes under the Programme, the Dealer(s) who is(are) specified in the relevant Final Terms as the stabilising manager(s) (or persons acting on its(their) behalf) may overallocate Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin at any time after the adequate public disclosure of the final terms of the offer of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilising action or over-allotment must be conducted by the relevant stabilising manager(s) (or persons acting on behalf of any stabilising manager(s)) in accordance with all applicable laws and rules.**

*All terms not otherwise defined in this Prospectus shall have the meaning as set out in the "Terms and Conditions" of the Notes.*

Any websites included in the Prospectus, except for the website [www.bourse.lu](http://www.bourse.lu) in the context of the documents incorporated by reference, are for information purposes only and do not form part of the Prospectus.

Amounts payable under Floating Rate Notes are calculated by reference to (i) EURIBOR (Euro Interbank Offered Rate) which is provided by the European Money Markets Institute ("**EMMI**") or (ii) LIBOR (London Interbank Offered Rate) which is provided by the ICE Benchmark Administration Limited ("**IBA**"). As at the date of this Prospectus, IBA does appear whereas EMMI does not appear on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) ("**BMR**"). As far as the Issuers are aware, the transitional provisions in Article 51 of the BMR apply, such that EMMI is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

## Forward-Looking Statements

This Prospectus contains certain forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts and events. They are based on analyses or forecasts of future results and estimates of amounts not yet determinable or foreseeable. These forward-looking statements are identified by the use of terms and phrases such as "*anticipate*", "*believe*", "*could*", "*estimate*", "*expect*", "*intend*", "*may*", "*plan*", "*predict*", "*project*", "*will*" and similar terms and phrases, including references and assumptions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding Deutsche Telekom Group's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuers make to the best of their present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including Deutsche Telekom Group's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. Deutsche Telekom Group's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following sections of this Prospectus: "*Risk Factors*", "*Deutsche Telekom AG*" and "*Deutsche Telekom Finance International B.V.*". These sections include more detailed descriptions of factors that might have an impact on Deutsche Telekom's business and the markets in which it operates.

In light of these risks, uncertainties and assumptions, future events described in this Prospectus may not occur. In addition, neither the Issuers nor the Dealers assume any obligation, except as required by law, to update any forward-looking statement or to conform these forward-looking statements to actual events or developments.

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## Summary

Summaries are made up of disclosure requirements known as "*Elements*". These elements are numbered in Sections A – E (A.1 – E.7).

This summary (the "**Summary**") contains all the Elements required to be included in a summary for this type of Notes and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the Summary because of the type of Notes and Issuer, it is possible that no relevant information can be given regarding the Element. In this case, a short description of the Element is included in the Summary with the mention of "*not applicable*".

*[The Summary contains options, characterised by square brackets or typesetting in italics (other than the respective translations of specific legal terms), and placeholders regarding the Notes to be issued under the Programme. The summary of the individual issue of Notes will include the options relevant to this issue of Notes as determined by the applicable Final Terms and will contain the information, which had been left blank, as completed by the applicable Final Terms.]*<sup>1</sup>

Element	Section A – Introduction and warnings	
A.1	<b>Warnings</b>	<p style="text-align: center;"><b>Warning that:</b></p> <ul style="list-style-type: none"> <li>▪ this Summary should be read as an introduction to the Prospectus;</li> <li>▪ any decision to invest in the Notes should be based on consideration of the Prospectus as a whole by the investor;</li> <li>▪ where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member State, have to bear the costs of translating the Prospectus, before the legal proceedings are initiated; and</li> <li>▪ civil liability attaches only to the Issuer which has tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</li> </ul>
A.2	<b>Consent to the use of the Prospectus</b>	<p>[Each Dealer and/or each further financial intermediary subsequently reselling or finally placing the Notes is entitled to use the Prospectus for the subsequent resale or final placement of the Notes during the offer period for the subsequent resale or final placement of the Notes from [●] to [●], provided however, that the Prospectus is still valid in accordance with Article 11(2) of the Luxembourg Law relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>), as amended, which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended).</p> <p>The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (<a href="http://www.bourse.lu">www.bourse.lu</a>) and on the website of Deutsche Telekom AG (<a href="https://www.telekom.com/en/investor-relations/debt-market">https://www.telekom.com/en/investor-relations/debt-market</a>).</p> <p>When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all</p>

<sup>1</sup> To be deleted for the summary of an individual issue of Notes.

		<p>applicable laws and regulations in force in the respective jurisdictions.</p> <p><b>In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.] [Not applicable. No consent has been given.]</b></p>
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Element	Section B – [Issuer] [Guarantor]	
B.1	Legal and commercial name	Deutsche Telekom AG (" <b>Deutsche Telekom AG</b> ").
B.2	Domicile / Legal form / Legislation / Country of incorporation / Legal Entity Identifier ("LEI")	Deutsche Telekom AG is a private stock corporation organised under German law registered with the local court ( <i>Amtsgericht</i> ) of Bonn in the country of incorporation, Federal Republic of Germany. The registered office is located at Friedrich-Ebert-Allee 140, 53113 Bonn, Federal Republic of Germany. Deutsche Telekom AG's Legal Entity Identifier (LEI) is 549300V9QSIG4WX4GJ96.
B.4b	Known trends affecting the Issuer and the industries in which it operates	<p>Intense competition in all areas of Deutsche Telekom's business, which could lead to reduced prices for its products and services.</p> <p>Deutsche Telekom Group remains subject to sector-specific market regulation. The national regulatory authorities have extensive powers to intervene in product design and pricing, with significant effects on operations.</p>
B.5	Description of the Group and the Issuer's position within the Group	Deutsche Telekom AG is the parent company of the Deutsche Telekom Group (" <b>Deutsche Telekom Group</b> ").
B.9	Profit forecast or estimate	Not applicable. No profit forecast or estimate are included.
B.10	Nature of any qualifications in the audit report on historical financial information	Not applicable. The auditors' reports on the audited consolidated financial statements of Deutsche Telekom AG for the financial years ended 31 December 2018 and 31 December 2017 do not include any qualifications.



## B.12

## Selected historical key financial information of Deutsche Telekom Group

		2018	2017
	Change -compared to prior year per cent. <sup>a</sup>	billions of EUR	billions of EUR
REVENUE AND EARNINGS			
Net revenue	0.9	75.7	74.9
Of which: domestic <sup>a</sup> per cent.	(0.6)pp	32.2	32.8
Of which: international <sup>a</sup> per cent.	0.6pp	67.8	67.2
Profit (loss) from operations (EBIT)	(14.7)	8.0	9.4
Profit (loss) attributable to owners of the parent (net profit (loss))	(37.4)	2.2	3.5
EBITDA	(8.9)	21.8	24.0
EBITDA (adjusted for special factors)	5.0	23.3	22.2
EBITDA margin (adjusted for special factors) <sup>a</sup> per cent.	1.1pp	30.8	29.7
STATEMENT OF FINANCIAL POSITION AS OF 31 DECEMBER			
Total assets	2.9	145.4	141.3
Shareholders' equity	2.3	43.4	42.5
Equity ratio (Shareholders' equity/Total assets) <sup>a</sup> per cent.	(0.1)pp	29.9	30.0
Net debt	9.1	55.4	50.8
Relative debt (Net debt/EBITDA (adjusted for special factors)) <sup>a</sup>	n.a.	2.4	2.3
CASH FLOWS			
Net cash from operating activities	4.4	17.9	17.2
Net cash used in investing activities	(15.0)	(14.3)	(16.8)
Net cash (used in) from financing activities	(29.1)	(3.3)	(4.6)
Free cash flow (before dividend payments and spectrum investment)	13.7	6.2	5.5

<sup>a</sup> Calculated on the basis of millions for the purpose of greater precision. Changes to percentages expressed as percentage points.

EBITDA, EBITDA (adjusted for special factors), EBITDA margin, Net debt and Free Cash Flow are so-called alternative performance measures. They should not be viewed in isolation as an alternative to key performance indicators presented in accordance with IFRS.

EBITDA corresponds to EBIT (profit/loss from operations) before depreciation, amortisation and impairment losses.

EBITDA (adjusted for special factors) corresponds to EBITDA adjusted for staff-related measures, non-staff related restructuring, effects of de-consolidations, disposals and acquisitions, impairment losses and other effects that generally do not arise in conjunction within the ordinary course of business.

EBITDA margin (adjusted for special factors) is the ratio of EBITDA (adjusted for special factors) to net revenue.

Net debt is calculated as the Group's gross debt (sum of current and non-current financial liabilities minus, accrued interest and other financial liabilities) minus certain financial assets (cash and cash equivalents, available for sale financial assets / financial assets held for

		trading, derivative financial assets and other financial assets).  Free Cash Flow (before dividend payments and spectrum investment) is calculated as Net cash from operating activities minus cash outflows for investments in intangible assets (excluding goodwill and before spectrum investment) and property, plant and equipment plus proceeds from disposal of intangible assets (excluding goodwill) and property, plant and equipment.
	<b>No Material adverse change in the prospects of the Issuer</b>	There has been no material adverse change in the prospects of Deutsche Telekom AG since 31 December 2018.
	<b>Significant change in the financial and trading position</b>	Not applicable. There has been no significant change in the financial or trading position of Deutsche Telekom AG since 31 December 2018.
<b>B.13</b>	<b>Recent events</b>	On 27 November 2018, the European Commission approved the acquisition of Tele2 Netherlands by T-Mobile Netherlands and the transaction was consummated on 2 January 2019. Tele2 Group receives a purchase price in the form of a 25 per cent. stake in T-Mobile Netherlands and a cash component of some EUR 190m taking any retrospective adjustments to the purchase price into account.
<b>B.14</b>	<b>Please see Element B.5</b>	
	<b>Statement of dependency upon other entities within the group</b>	Not applicable. Deutsche Telekom AG is not dependent upon other entities within the Deutsche Telekom Group.
<b>B.15</b>	<b>Principal activities</b>	Deutsche Telekom Group, in which Deutsche Telekom AG is the parent company, is one of the world's leading service providers in the telecommunications and information technology industry and offers its customers a wide variety of products and services for connected life and work. In addition to the core business (traditional fixed-network and mobile access), Deutsche Telekom Group is tapping new growth areas with investments in intelligent networks and its portfolio of IT, Internet, and network services.  Deutsche Telekom Group has five operating segments: Germany, United States, Europe, Systems Solutions and Group Development.  Deutsche Telekom AG's business activities relate primarily to all areas of telecommunications, information technology, multimedia, information and entertainment.
<b>B.16</b>	<b>Controlling Persons</b>	The holders of more than 3 per cent. of Deutsche Telekom AG's ordinary shares and their percentage of ownership, based on information supplied to Deutsche Telekom AG by such holders are as follows:  KfW: 17.41 per cent. Federal Republic of Germany: 14.48 per cent. Blackrock: 5.00 per cent.
<b>B.17</b>	<b>Credit ratings of the Issuer or its debt securities</b>	Deutsche Telekom AG is rated by Moody's Investors Service España SA (" <b>Moody's</b> ") <sup>1,3</sup> at Baa1 <sup>4</sup> with negative outlook, by S&P Global Ratings Europe Limited (" <b>S&amp;P</b> ") <sup>2,3</sup> at BBB+ <sup>4</sup> with

<sup>1</sup> Moody's is established in the European Community and is registered under the CRA Regulation.

<sup>2</sup> Standard& Poor's is established in the European Community and is registered under the CRA Regulation.

		CreditWatch negative and by Fitch Ratings CIS Limited (" <b>Fitch</b> ") <sup>1,2</sup> at BBB+ <sup>3</sup> with stable outlook.
<b>[B.18</b>	<b>Nature and scope of the Guarantee</b>	Notes issued by Finance will have the benefit of a guarantee provided by Deutsche Telekom AG (the " <b>Guarantee</b> " and the " <b>Guarantor</b> ", respectively). The Guarantee constitutes an irrevocable, unconditional, unsecured and unsubordinated obligation of the Guarantor ranking <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Guarantor. The terms of the Guarantee contain a negative pledge undertaking of the Guarantor. The Guarantee is governed by German law. The Guarantee constitutes a contract for the benefit of Holders from time to time as third party beneficiaries pursuant to § 328 paragraph 1 of the German Civil Code ( <i>Bürgerliches Gesetzbuch – BGB</i> ).]

<b>[Element</b>	<b>Section B – Issuer</b>	
<b>B.1</b>	<b>Legal and commercial name</b>	Deutsche Telekom International Finance B.V. (" <b>Finance</b> ").
<b>B.2</b>	<b>Domicile / Legal form / Legislation / Country of incorporation / Legal Entity Identifier ("LEI")</b>	Finance is incorporated and operates under the laws of the Netherlands as a private company with limited liability with its statutory seat in Maastricht, The Netherlands and its registered office located at Stationsplein 8-K, 6221 BT Maastricht, The Netherlands. Deutsche Telekom International Finance B.V.'s Legal Entity Identifier (LEI) is 529900ERDFHS6C1M4U58.
<b>B.4b</b>	<b>Known trends affecting the Issuer and the industries in which it operates</b>	Finance acts solely to finance the Deutsche Telekom Group and its ability to raise funding depends primarily on the guarantee provided by Deutsche Telekom AG, Bonn, Germany (" <b>Deutsche Telekom AG</b> "). The trends affecting Deutsche Telekom AG therefore also affect Finance. For more information on trends affecting Deutsche Telekom AG <b>please see Deutsche Telekom AG - B.4b</b> .
<b>B.5</b>	<b>Description of the Group and the Issuer's position within the Group</b>	Finance is wholly-owned by Deutsche Telekom AG and has no subsidiaries of its own.
<b>B.9</b>	<b>Profit forecast or estimate</b>	Not applicable. No profit forecast or estimate are included.
<b>B.10</b>	<b>Nature of any qualifications in the audit report on historical financial</b>	Not applicable. The auditor's reports on the audited unconsolidated financial statements of Finance for the financial years ended 31 December 2018 and 31 December 2017 do not include any qualifications.

<sup>1</sup> Fitch is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

<sup>2</sup> The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

<sup>3</sup> A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

	information																																		
<b>B.12</b>	<b>Selected historical key financial information</b>																																		
	<b>Statement of financial position</b>																																		
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	<b>No material adverse change in the prospects of the Issuer</b>	There has been no material adverse change in the prospects of Finance since 31 December 2018.																																	
	<b>Significant change in the financial and trading position</b>	Not applicable. There has been no significant change in the financial or trading position of Finance since 31 December 2018.																																	
<b>B.13</b>	<b>Recent events</b>	Not applicable. There are no recent events since the date of the last published audited financial statements (31 December 2018) particular to Finance which are to a material extent relevant to the solvency of Finance.																																	
<b>B.14</b>	<b>Please see Element B.5</b>																																		
	<b>Statement of dependency upon other entities within the group</b>	Finance is wholly-owned by Deutsche Telekom AG.																																	
<b>B.15</b>	<b>Principal activities</b>	Finance is the financing company of Deutsche Telekom Group. In this position, Finance issues debt instruments in the capital market on its own (but guaranteed by Deutsche Telekom AG) on the basis of the capital needs within Deutsche Telekom Group.																																	
<b>B.16</b>	<b>Controlling Persons</b>	Deutsche Telekom AG (100 per cent.). Finance is a wholly-owned subsidiary of Deutsche Telekom AG.																																	

<b>B.17</b>	<b>Credit ratings of the Issuer or its debt securities</b>	Finance is rated by S&P Global Ratings Europe Limited (" <b>S&amp;P</b> ") <sup>1,10</sup> at BBB+ <sup>11</sup> with CreditWatch negative. Senior unsecured debt of Finance is rated by Moody's Investors Service España SA (" <b>Moody's</b> ") <sup>2,10</sup> at Baa1 <sup>11</sup> with negative outlook and by Fitch Ratings CIS Limited (" <b>Fitch</b> ") <sup>3,4</sup> at BBB+ <sup>5</sup> with stable outlook.
<b>B.19</b>	<b>Summary information about the Guarantor</b>	<b>Please see Deutsche Telekom AG B.1 to B. 18</b>  In the case of an issue of Notes by Deutsche Telekom International Finance B.V. insert the information under Deutsche Telekom AG - B.1 to B.18 into the summary of the individual issue of Notes under this Element B.19 and number the Elements about Deutsche Telekom AG as Guarantor as follows: B.19 B.1., etc.]

<b>Element</b>	<b>Section C – Securities</b>	
<b>C.1</b>	<b>Class and type of the Notes / Security Identification Number</b>	<p><b>Class</b></p> <p>The Notes are unsecured.</p> <hr/> <p><b>[Fixed Rate Notes</b></p> <p>The Notes bear interest at a fixed rate throughout the entire term of the Notes.]</p> <hr/> <p><b>[Floating Rate Notes</b></p> <p>The Notes will bear interest at a rate determined [(as adjusted for the applicable margin)] on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service.]</p> <hr/> <p><b>ISIN</b></p> <p><b>[•]</b></p> <p><b>Common Code</b></p> <p><b>[•]</b></p> <p><b>German Securities Code (WKN)</b></p> <p><b>[•]</b></p> <p><b>[Financial Instrument Short Name (FISN)<sup>6</sup>]</b></p> <p><b>[•]</b></p> <p><b>[Classification of Financial Instrument Code (CFI Code)<sup>7</sup>]</b></p>

<sup>1</sup> Standard & Poor's is established in the European Community and is registered under the CRA Regulation.

<sup>2</sup> Moody's is established in the European Community and is registered under the CRA Regulation.

<sup>3</sup> Fitch is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

<sup>4</sup> The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

<sup>5</sup> A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

<sup>6</sup> If the FISN is not required or requested, it should be specified to be "Not Applicable".

<sup>7</sup> If the CFI Code is not required or requested, it should be specified to be "Not Applicable".

		[•]
C.2	Currency	The Notes are issued in [•].
C.5	Restrictions on free transferability	Not applicable. The Notes are freely transferable.
C.8	Rights attached to the Notes (including ranking of the Notes and limitations to those rights)	<b>Governing law</b> The Notes will be governed by German law.
		<b>[Resolutions of Holders]</b> In accordance with the German Act on Debt Securities of 2009 ( <i>Schuldverschreibungsgesetz</i> – " <b>SchVG</b> ") the Notes contain provisions pursuant to which Holders may agree by resolution to amend the Terms and Conditions (with the consent of the Issuer) and to decide upon certain other matters regarding the Notes. Resolutions of Holders properly adopted, either in a meeting of Holders or by vote taken without a meeting in accordance with the Terms and Conditions, are binding upon all Holders. Resolutions providing for material amendments to the Terms and Conditions require a majority of not less than 75% of the votes cast. Resolutions regarding other amendments are passed by a simple majority of the votes cast.
		<b>Status of the Notes</b> The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer.
		<b>Negative pledge</b> The Terms and Conditions of the Notes contain a negative pledge provision of the Issuer.
		<b>[Early redemption in the case of fixed rate Notes]</b> The Notes can be redeemed prior to their stated maturity [at the option of the] [Issuer,] [and] [or] [the holders of the Notes (the " <b> Holders</b> ")], for taxation reasons and upon the occurrence of an event of default.
		<b>[Early redemption in the case of floating rate Notes]</b> The Notes can be redeemed prior to their stated maturity [at the option of the Issuer,] for taxation reasons and upon the occurrence of an event of default.
		<b>[Early Redemption at the option of the [Issuer] [and] [or] [the Holders] at specified redemption amount(s)]</b> The Notes can be redeemed at the option of the [Issuer] [and] [or] [the Holders] upon giving notice within the specified notice period to [the Holders] [or] [the Issuer][, as the case may be,] on a date or dates specified prior to such stated maturity and at the specified redemption amount(s) together with accrued interest to, but excluding, the relevant redemption date.
<b>Early redemption for taxation reasons</b> Early Redemption of the Notes for reasons of taxation will be		

		<p>permitted, if as a result of any change in, or amendment to the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations), of [in the case of Notes issued by Deutsche Telekom AG – the Federal Republic of Germany] [in case of Notes issued by Deutsche Telekom International Finance B.V. – The Netherlands or the Federal Republic of Germany] or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer [in case of Notes issued by Deutsche Telekom International Finance B.V. or the Guarantor,] will become obligated to pay additional amounts on the Notes.</p>
		<p><b>Early redemption in an event of default (including the cross default)</b></p> <p>The Notes provide for events of default (including the cross default) entitling Holders to demand immediate redemption of Notes at their principal amount together with accrued interest to, the date of repayment.</p>
<b>C.9</b>	<b>Please see Element C.8.</b>	
	<b>Interest rate</b>	<p>[In the case of fixed rate Notes [●] per cent. per annum]</p> <p>[In the case of floating rate Notes [EURIBOR][LIBOR for the specified currency] [[plus] [minus] the [applicable] margin [of [●] per cent. per annum for each interest period]]. [The minimum interest rate is [●] per cent. per annum.] [The maximum interest rate is [●] per cent. per annum.]]</p>
	<b>Interest commencement date</b>	[The issue date of the Notes.]
	<b>Interest payment dates</b>	[●]
	<b>Underlying on which interest rate is based</b>	<p>[In the case of fixed rate Notes Not applicable. The interest rate is not based on an underlying.]</p> <p>[In the case of floating rate Notes [EURIBOR][LIBOR for the specified currency]]</p>
	<b>Maturity date including repayment procedures</b>	<p>[In the case of fixed rate Notes [●].]</p> <p>[In the case of floating rate Notes The interest payment date falling in [the redemption month].]</p> <p>Payment of principal in respect of Notes shall be made to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.</p>
	<b>Indication of yield</b>	<p>[In the case of fixed rate Notes [●] per cent. per annum]</p> <p>[In the case of floating rate Notes Not applicable. No yield is calculated.]</p>
	<b>Name of representative of the Holders</b>	[Not applicable. In accordance with the SchVG the Notes provide that the Holders may by majority resolution appoint a representative for all Holders (the " <b>Holders' Representative</b> "). The responsibilities and functions assigned to the Holders'

		Representative appointed by a resolution are determined by the SchVG and by majority resolutions of the Holders.]
		[[●] has been designated in the Terms and Conditions of the Notes as representative for all Holders (the " <b>Holders' Representative</b> "). The duties, rights and functions of the Holders' Representative are determined by the relevant provisions of the Terms and Conditions.]
<b>C.10</b>	<b>Please see Element C.9.</b>	
	<b>Explanation how the value of the investment is affected in the case the Notes have a derivative component in the interest payment</b>	Not applicable. The interest payment has no derivative component.
<b>C.11</b>	<b>Admission to trading on a regulated market or equivalent market</b>	[Regulated market of the Luxembourg Stock Exchange.] [Not applicable. It is not intended to admit the Notes to trading on a regulated market.]

<b>Element</b>	<b>Section D - Risks</b>	
	<b>Risks specific to Deutsche Telekom AG as [Issuer] [Guarantor]</b>	
<b>D.2</b>	<b>Key information on the key risks that are specific to the Issuer</b>	<p><b>General Economic Development</b></p> <p>Economic and political developments in the last few months have led to weaker economic prospects worldwide and in Deutsche Telekom's footprint countries. Leading economic research institutes have revised their economic forecasts downward and are expecting most economies to post lower rates of growth.</p> <p>The main risks to future economic growth are posed by political uncertainties especially in Europe, a disorderly Brexit, continued uncertainties about trade policies, uncertainty about the extent of China's slowdown, and geopolitical crises.</p> <p><b>Decisions of Regulatory Authorities</b></p> <p>Deutsche Telekom AG and its international subsidiaries remain subject to sector-specific market regulation. The national regulatory authorities have extensive powers to intervene in product design and pricing, with significant effects on operations. Deutsche Telekom can anticipate only to a limited extent such regulatory interventions, which may additionally intensify existing price and competitive pressure. Furthermore, the European Commission is issuing recommendations which are not directly binding but do have to be taken into account by the national regulatory authorities.</p> <p><b>Intense Business Competition</b></p> <p>Deutsche Telekom faces intense competition in all areas of its business, which could lead to reduced prices for its products and services and a decrease in market share in certain service areas, thereby adversely affecting Deutsche Telekom's revenues and net profit.</p>



		<p><b>Non-Realisation of Expected Revenues</b></p> <p>Deutsche Telekom may not realise either the expected level of demand for its new/existing products and services or the expected level and timing of revenues generated by those products and services, on account of the lack of market acceptance or technological change, which could adversely affect Deutsche Telekom's cash flows.</p>
		<p><b>Uncertainties for strategic transformations and integration</b></p> <p>A substantive or temporal deviation from planned measures for strategic transformations and integration may reduce its benefits and could have a negative impact on Deutsche Telekom's business situation, financial position and results of operations.</p>
		<p><b>Uncertainty of Meeting Restructuring Goals</b></p> <p>Failure to achieve the planned reduction and restructuring of personnel or the human resources-related cost-savings goals could negatively affect the reputation and achievement of Deutsche Telekom's financial objectives and profitability.</p>
		<p><b>Return of Civil Servants</b></p> <p>As a result of dispositions of certain non-core businesses in Germany, there is a risk of return of civil servants transferred out of Deutsche Telekom Group, which could have a negative impact on the staff and cost reduction objectives.</p>
		<p><b>Health Risks of Wireless Communications Devices</b></p> <p>Alleged health risks of wireless communications devices have led to litigation affecting markets with Deutsche Telekom's mobile telecommunications operations subsidiaries and could lead to decreased wireless communications usage or increased difficulty in obtaining sites for base stations and, as a result, adversely affect the financial condition and results of operations of Deutsche Telekom's wireless services business.</p>
		<p><b>Risks in Connection with Implementation of IT- and NT-Programs</b></p> <p>Deutsche Telekom regularly engages in large-scale programs to reshape the information technology ("IT") and network infrastructure ("NT") to adapt to changing customer needs and organisational and accounting requirements. The complex implementation of any of these programs may require substantial investments and a failure to effectively plan and monitor them could lead to misallocations of resources and impaired processes with negative consequences for Deutsche Telekom's operations.</p>
		<p><b>System Failures and Disruptions</b></p> <p>System failures due to natural or man-made disruptions and loss of data could result in reduced user traffic and reduced revenues and could harm Deutsche Telekom's reputation and results.</p>
		<p><b>Cyber crime</b></p> <p>Cyber crime and industrial espionage are on the rise, which could harm Deutsche Telekom's reputation and results.</p>

		<p><b>Shortcomings in Supply or Procurement</b></p> <p>Shortcomings in Deutsche Telekom's supply and procurement process could negatively affect its product portfolio, revenues and profits.</p>
		<p><b>Litigations</b></p> <p>Deutsche Telekom is continuously involved in disputes and litigation with government agencies, competition authorities, competitors and other parties. The ultimate outcome of such legal proceedings is generally uncertain. When finally concluded, they may have a material adverse effect on Deutsche Telekom's results of operations and financial condition.</p>
		<p><b>Liquidity and credit risk and changes in Currency Exchange Rates, Interest rates, Rating and Tax statutory provisions</b></p> <p>Liquidity, credit, currency, interest rate risks, rating risks and tax risks have had, and may continue to have, an adverse effect on Deutsche Telekom's revenue and cost development.</p>
		<p><b>General Developments in Telecommunication Sector</b></p> <p>Developments in the telecommunications sector have resulted, and may in the future result, in substantial write-downs of the carrying value of certain of Deutsche Telekom's assets.</p>
		<p><b>Potential Breaches of Compliance Requirements</b></p> <p>Potential breaches of compliance requirements (including data protection) or the identification of material weaknesses in Deutsche Telekom's internal control over financial reporting may have an adverse impact on Deutsche Telekom's corporate reputation, financial condition and the trading price of its securities.</p>
		<p><b>Brand, communication and reputation</b></p> <p>An unforeseeable negative media report on products and services or corporate activities and responsibilities of Deutsche Telekom Group can have a huge impact on the reputation, the standing and the brand image of Deutsche Telekom Group.</p>
	<b>Risks specific to Deutsche Telekom International Finance B.V. as Issuer</b>	
<b>[D.2</b>	<b>Key information on the key risks that are specific to the Issuer</b>	<p>Payment of principal of and interest on notes issued by Finance are guaranteed by Deutsche Telekom AG. Therefore, the risks in respect of Finance substantially correspond with the ones of Deutsche Telekom AG. For the risks specific to Deutsche Telekom AG <b>please see "Section D.2 – Risks specific to Deutsche Telekom AG as Guarantor".]</b></p>
	<b>Risks specific to the Securities</b>	
<b>D.3</b>	<b>Key information on the key risks that are specific to the</b>	<p><b>Notes may not be a suitable Investment for all Investors</b></p> <p>Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances.</p>

	<p><b>securities</b></p>	<p><b>Liquidity Risk</b></p> <p>There can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.</p> <p><b>Market Price Risk</b></p> <p>The Holder of Notes is exposed to the risk of an unfavourable development of market prices of its Notes, which materialises if the Holder sells the Notes prior to the final maturity of such Notes.</p> <p><b>Risk of Early Redemption</b></p> <p>A Holder of Notes is exposed to the risk that due to early redemption his investment will have a lower than expected yield. Also, the Holder may only be able to reinvest on less favourable conditions as compared to the original investment.</p> <p><b>[Currency Risk</b></p> <p>A Holder of Notes denominated in a foreign currency is exposed to the risk, that changes in currency exchange rates may affect the yield of such Notes.]</p> <p><b>[Fixed Rate Notes</b></p> <p>A Holder of Fixed Rate Notes is exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate.]</p> <p><b>[Floating Rate Notes</b></p> <p>A Holder of Floating Rate Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance.]</p> <p><b>[Specific risks linked to [EURIBOR] [LIBOR]</b></p> <p>Specific risks arise in connection with the [EURIBOR] [LIBOR] to which interest rates under the Floating Rate Notes are linked which is deemed to be a "benchmark" (the "<b>Benchmark</b>") and which is the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause the Benchmark (if affected by these reforms) to perform differently than in the past or to be eliminated entirely. [For example, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR Benchmark after 2021 (the "<b>FCA Announcement</b>"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.] The reforms could also have other consequences which cannot be predicted.</p> <p>Although it is uncertain whether or to what extent any change in the administration of or method for determining the [EURIBOR] [LIBOR] could have an effect on the value of the Notes, investors should be aware that they face the risk that any changes to the [EURIBOR] [LIBOR] may have a material adverse effect on the</p>
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		value of and the amount payable under the Notes.]
		<p><b>[Resolutions of Holders]</b></p> <p>Since the Terms and Conditions of the Notes provide for resolutions of Holders, either to be passed in a meeting of Holders or by vote taken without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As resolutions properly adopted are binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.]</p>
		<p><b>[Holders' Representative]</b></p> <p>Since the Terms and Conditions of the Notes provide for the appointment of a Holders' Representative, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Holders' Representative who is then responsible to claim and enforce the rights of all Holders.]</p>

Element	Section E – Offer of the Securities	
E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	[•]
E.3	A description of the terms and conditions of the offer	<p>[No public offer is being made or contemplated.]</p> <p>The total amount of the [issue] [offer] is [•].</p> <p>[The offer period commences on [•] and ends on [•].]</p> <p>[The minimum subscription amount is [•].]</p> <p>[The maximum subscription amount is [•].]</p> <p>[The expected price at which the Notes will be offered is [•].]</p> <p>[•]</p>
E.4	Any interest that is material to the issue/offer including conflicting interests	[•]
E.7	Estimated expenses charged to the investor by the issuer or the offeror	[•]

## German Translation of the Summary

### Zusammenfassung

Zusammenfassungen sind zusammengesetzt aus Offenlegungspflichten, die als "*Punkte*" benannt sind. Diese Punkte sind in die Abschnitte A – E (A.1 – E.7) nummeriert.

Diese Zusammenfassung (die "**Zusammenfassung**") enthält alle Punkte, die in eine Zusammenfassung für diese Art von Schuldverschreibungen und die Emittenten aufzunehmen sind. Da einige Punkte nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.

Auch wenn ein Punkt wegen der Art der Schuldverschreibungen und der Emittenten in die Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Punktes keine relevante Information gegeben werden kann. In einem solchen Fall ist in der Zusammenfassung eine kurze Beschreibung des Punktes unter Bezeichnung als "*nicht anwendbar*" enthalten.

*[Die Zusammenfassung enthält durch eckige Klammern oder Kursivschreibung gekennzeichnete Optionen und Leerstellen bezüglich der Schuldverschreibungen, die unter dem Programm begeben werden können. Die Zusammenfassung der einzelnen Emission der Schuldverschreibungen wird die nur für diese Emission von Schuldverschreibungen relevanten Optionen, wie durch die Endgültigen Bedingungen festgelegt, und die ausgelassenen, durch die Endgültigen Bedingungen vervollständigten Leerstellen beinhalten.]<sup>1</sup>*

Punkt	Abschnitt A – Einleitung und Warnhinweise	
A.1	<b>Warnhinweise</b>	<p style="text-align: center;"><b>Warnhinweis, dass</b></p> <ul style="list-style-type: none"> <li>▪ die Zusammenfassung als Einleitung zum Prospekt verstanden werden sollte;</li> <li>▪ sich der Anleger bei jeder Entscheidung in die Schuldverschreibungen zu investieren, auf den Prospekt als Ganzen stützen sollte;</li> <li>▪ ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften der Mitgliedstaaten möglicherweise für die Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann; und</li> <li>▪ zivilrechtlich nur die Emittentin haftet, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt hat, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.</li> </ul>
A.2	<b>Zustimmung zur Verwendung des Prospekts</b>	<p>[Jeder Platzeur und/oder jeder weitere Finanzintermediär, der die emittierten Schuldverschreibungen nachfolgend weiter verkauft oder endgültig platziert, ist berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen während der Angebotsperiode für den späteren Weiterverkauf oder die endgültige Platzierung vom [●] bis [●] zu verwenden, vorausgesetzt jedoch, dass der Prospekt in Übereinstimmung mit Artikel 11 Absatz 2 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), in der jeweils geltenden Fassung, welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (in der jeweils geltenden Fassung)</p>

<sup>1</sup> Für die Zusammenfassung einer einzelnen Emission von Schuldverschreibungen zu löschen.

		<p>umsetzt, noch gültig ist.</p> <p>Der Prospekt darf potentiellen Investoren nur zusammen mit sämtlichen bis zur Übergabe veröffentlichten Nachträgen übergeben werden. Jeder Nachtrag zum Prospekt kann in elektronischer Form auf der Internetseite der Wertpapierbörse Luxemburg (<a href="http://www.bourse.lu">www.bourse.lu</a>) und der Internetseite der Deutsche Telekom AG (<a href="https://www.telekom.com/en/investor-relations/debt-market">https://www.telekom.com/en/investor-relations/debt-market</a>) eingesehen werden.</p> <p>Bei der Nutzung des Prospektes hat jeder Platzeur und/oder jeweiliger weiterer Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.</p> <p><b>Für den Fall, dass ein Platzeur und/oder weiterer Finanzintermediär ein Angebot macht, informiert dieser Platzeur und/oder weiterer Finanzintermediär die Anleger zum Zeitpunkt der Angebotsvorlage über die Angebotsbedingungen der Schuldverschreibungen.]</b> [Nicht anwendbar. Die Zustimmung wurde nicht erteilt.]</p>
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Punkt	Abschnitt B – [Emittentin] [Garantin]	
B.1	<b>Gesetzliche und kommerzielle Bezeichnung</b>	Deutsche Telekom AG (" <b>Deutsche Telekom AG</b> ").
B.2	<b>Sitz / Rechtsform / geltendes Recht / Land der Gründung / Rechtsträgerkennung (LEI)</b>	Deutsche Telekom AG ist eine nach dem Recht der Bundesrepublik Deutschland gegründete Aktiengesellschaft, eingetragen im Amtsgericht Bonn, im Land der Gründung, Bundesrepublik Deutschland. Der eingetragene Sitz der Gesellschaft lautet Friedrich-Ebert-Allee 140, 53113 Bonn, Bundesrepublik Deutschland. Deutsche Telekom AG's Rechtsträgerkennung (LEI) ist 549300V9QSIG4WX4GJ96.
B.4b	<b>Bereits bekannte Trends, die sich auf den Emittenten und die Branchen, in denen er tätig ist, auswirken</b>	<p>Intensiver Wettbewerb in allen Geschäftsfeldern der Deutschen Telekom, der zu einem Preisrückgang für ihre Produkte und Dienstleistungen führen kann.</p> <p>Die Deutsche Telekom Gruppe unterliegt der sektorspezifischen Marktregulierung. Die nationalen Regulierungsbehörden haben umfassende Eingriffsbefugnisse in die Produkt- und Preisgestaltung, mit erheblichen Auswirkungen auf das operative Geschäft.</p>
B.5	<b>Beschreibung der Gruppe und der Stellung des Emittenten innerhalb dieser Gruppe</b>	Deutsche Telekom AG ist die Muttergesellschaft der Deutschen Telekom Gruppe (die " <b>Deutsche Telekom Gruppe</b> ").
B.9	<b>Gewinnprognosen oder -schätzungen</b>	Nicht anwendbar. Es wurden keine Gewinnprognosen oder -schätzungen aufgenommen.
B.10	<b>Art etwaiger Einschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen</b>	Nicht anwendbar. Die Bestätigungsvermerke in Bezug auf die Konzernabschlüsse der Deutschen Telekom AG für die zum 31. Dezember 2018 und 31. Dezember 2017 endenden Geschäftsjahre enthalten keine Einschränkungen.

## B.12

## Ausgewählte wesentliche historische Finanzinformationen der Deutschen Telekom Gruppe

		2018	2017
	Veränderung zum Vorjahr in % <sup>a</sup>	Mrd. EUR	Mrd. EUR
<b>UMSATZ UND ERGEBNIS</b>			
Umsatzerlöse	0,9	75,7	74,9
davon: Inlandsanteil <sup>a</sup> %	(0,6)pp	32,2	32,8
davon: Auslandsanteil <sup>a</sup> %	0,6pp	67,8	67,2
Betriebsergebnis (EBIT)	(14,7)	8,0	9,4
Zurechnung des Überschusses/(Fehlbetrags) an die Eigentümer des Mutterunternehmens (Konzernüberschuss/(-fehlbetrag))	(37,4)	2,2	3,5
EBITDA	(8,9)	21,8	24,0
EBITDA (bereinigt um Sondereinflüsse)	5,0	23,3	22,2
EBITDA-Marge (bereinigt um Sondereinflüsse) <sup>a</sup> %	1,1pp	30,8	29,7
<b>BILANZ ZUM GESCHÄFTSJAHRESENDE 31 DEZEMBER</b>			
Bilanzsumme	2,9	145,4	141,3
Eigenkapital	2,3	43,4	42,5
Eigenkapitalquote (Eigenkapital/Bilanzsumme) <sup>a</sup> %	(0,1)pp	29,9	30,0
Netto-Finanzverbindlichkeiten	9,1	55,4	50,8
Relative Verschuldung (Netto-Finanzverbindlichkeiten / EBITDA (bereinigt um Sondereinflüsse)) <sup>a</sup>	n.a.	2,4	2,3
<b>CASHFLOW</b>			
Cashflow aus Geschäftstätigkeit	4,4	17,9	17,2
Cashflow aus Investitionstätigkeit	(15,0)	(14,3)	(16,8)
Cashflow aus Finanzierungstätigkeit	(29,1)	(3,3)	(4,6)
Free Cashflow (vor Ausschüttung und Investitionen in Spektrum)	13,7	6,2	5,5

<sup>a</sup> Berechnet auf Basis der genaueren Millionenwerte. Veränderungen von Prozentwerten sind in Prozentpunkten dargestellt.

EBITDA, EBITDA (bereinigt um Sondereinflüsse), EBITDA-Marge, Netto-Finanzverbindlichkeiten und Free Cashflow sind sogenannte alternative Leistungskennzahlen. Sie sollten nicht als eine alleinige Alternative zu Finanzkennzahlen betrachtet werden, die gemäß IFRS Standard berichtet werden.

EBITDA entspricht dem EBIT (Betriebsergebnis) vor Abschreibungen auf immaterielle Vermögenswerte und Sachanlagen.

EBITDA (bereinigt um Sondereinflüsse) entspricht dem EBITDA bereinigt um Kosten für Personalrestrukturierungen, sachbezogene Restrukturierungen, Ergebniseffekte aus Unternehmens- und sonstigen Transaktionen, Wertminderungen und andere Effekte, die normalerweise nicht im Zuge der gewöhnlichen Geschäftstätigkeit anfallen.

EBITDA-Marge (bereinigt um Sondereinflüsse) ist das Verhältnis von EBITDA (bereinigt um Sondereinflüsse) zu den Umsatzerlösen.

	<p>Die Netto-Finanzverbindlichkeiten berechnen sich aus den Brutto-Finanzverbindlichkeiten des Konzerns (Summe der kurz- und langfristigen finanziellen Verbindlichkeiten abzüglich Zinsabgrenzungen und sonstiger finanzieller Verbindlichkeiten) abzüglich bestimmter finanzieller Vermögenswerte (Zahlungsmittel und Zahlungsmitteläquivalente, Finanzielle Vermögenswerte zur Veräußerung verfügbar/ zu Handelszwecken gehalten, Derivative finanzielle Vermögenswerte und Andere finanzielle Vermögenswerte.</p> <p>Der Free Cashflow (vor Ausschüttung und Investitionen in Spektrum) entspricht dem Cashflow aus Geschäftstätigkeit abzüglich der Auszahlungen für Investitionen in immaterielle Vermögenswerte (ohne Goodwill und vor Investitionen in Spektrum) und Sachanlagen zuzüglich der Einzahlungen aus Abgängen von immateriellen Vermögenswerten (ohne Goodwill) und Sachanlagen.</p>					
	<p><b>Keine wesentliche Verschlechterung der Aussichten des Emittenten</b></p>	<p>Seit dem 31. Dezember 2018 gab es im Geschäftsausblick der Deutsche Telekom AG keine wesentliche Verschlechterung.</p>				
	<p><b>Signifikante Veränderungen in der Finanz- bzw. Handelsposition</b></p>	<p>Nicht anwendbar. Seit dem 31. Dezember 2018 hat es keine signifikanten Veränderungen in der Finanz- bzw. Handelsposition der Deutsche Telekom AG gegeben.</p>				
<b>B.13</b>	<p><b>Letzte Ereignisse</b></p>	<p>Der Erwerb von Tele2 Netherlands durch T-Mobile Netherlands wurde am 2. Januar 2019 vollzogen, nachdem die Zustimmung der EU-Kommission am 27. November 2018 erteilt wurde. Als Kaufpreis erhält die Tele2 Group eine 25-prozentige Beteiligung an T-Mobile Netherlands sowie eine Barkomponente in Höhe von rund 190 Mio. EUR unter Berücksichtigung etwaiger nachträglicher Kaufpreisanpassungen.</p>				
<b>B.14</b>	<p><b>Bitte siehe Element B.5</b></p>					
	<p><b>Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe</b></p>	<p>Nicht anwendbar. Die Deutsche Telekom AG ist nicht von anderen Unternehmen innerhalb der Deutschen Telekom Gruppe abhängig.</p>				
<b>B.15</b>	<p><b>Haupttätigkeiten</b></p>	<p>Die Deutsche Telekom Gruppe, von der die Deutsche Telekom AG die Muttergesellschaft ist, ist weltweit eines der führenden Dienstleistungsunternehmen in der Telekommunikations- und Informationstechnologiebranche und bietet ihren Kunden ein weites Spektrum an Produkten und Dienstleistungen rund um das vernetzte Leben und Arbeiten an. Neben dem Stammgeschäft (dem klassischen Anschlussgeschäft im Festnetz und im Mobilfunk) erschließt die Deutsche Telekom Gruppe mit Investitionen in Intelligente Netze, mit IT-Services sowie mit Internet und Netzwerk Diensten gezielt neue Wachstumsfelder.</p> <p>Die Deutsche Telekom Gruppe hat fünf operative Segmente: Deutschland, USA, Europa, Systemgeschäft und Group Development.</p> <p>Die Deutsche Telekom AG ist hauptsächlich in den Bereichen Telekommunikation, Informationstechnologie, Multimedia, Information und Unterhaltung tätig.</p>				
<b>B.16</b>	<p><b>Beherrschungsverhältnis</b></p>	<p>Gemäß den zur Verfügung gestellten Informationen halten die folgenden Parteien mehr als 3% der Stammaktien der Deutsche Telekom AG:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">KfW:</td> <td style="text-align: right;">17,41%</td> </tr> <tr> <td>Bundesrepublik Deutschland:</td> <td style="text-align: right;">14,48%</td> </tr> </table>	KfW:	17,41%	Bundesrepublik Deutschland:	14,48%
KfW:	17,41%					
Bundesrepublik Deutschland:	14,48%					



		Blackrock: 5,00%
<b>B.17</b>	<b>Kreditratings der Emittentin oder ihrer Schuldtitle</b>	Die Deutsche Telekom AG ist bei Moody's Investors Service España SA (" <b>Moody's</b> ") <sup>1,4</sup> mit einem Rating von Baa1 <sup>5</sup> und negativem Ausblick, bei S&P Global Ratings Europe Limited (" <b>S&amp;P</b> ") <sup>2,4</sup> mit BBB+ <sup>5</sup> und einem "CreditWatch negativ" und durch Fitch Ratings CIS Limited (" <b>Fitch</b> ") <sup>3,4</sup> mit BBB+ <sup>5</sup> und stabilem Ausblick eingestuft.
<b>[B.18]</b>	<b>Art und Umfang der Garantie</b>	Die von Finance begebenen Schuldverschreibungen profitieren von einer Garantie der Deutschen Telekom AG (entsprechend die " <b>Garantie</b> " und die " <b>Garantin</b> "). Die Garantie begründet eine unbedingte, unwiderrufliche, nicht besicherte und nicht nachrangige Verpflichtung der Garantin, die mit allen sonstigen unbesicherten und nicht nachrangigen Verpflichtungen der Garantin wenigstens im gleichen Rang steht. Die Bedingungen der Garantie enthalten eine Negativverpflichtung der Garantin. Die Garantie unterliegt deutschem Recht. Die Garantie ist ein Vertrag zu Gunsten der Gläubiger der Schuldverschreibungen als begünstigte Dritte gemäß § 328 Absatz 1 BGB.]

<b>[Punkt]</b>	<b>Abschnitt B – Emittentin</b>	
<b>B.1</b>	<b>Gesetzliche und kommerzielle Bezeichnung</b>	Deutsche Telekom International Finance B.V. (" <b>Finance</b> ").
<b>B.2</b>	<b>Sitz / Rechtsform / geltendes Recht/ Land der Gründung / Rechtsträgerkennung (LEI)</b>	Die Finance wurde als eine private Gesellschaft mit beschränkter Haftung nach dem Recht der Niederlande gegründet, unter dessen Recht sie agiert. Der Sitz von Finance ist in Maastricht, den Niederlanden und die Geschäftsadresse der Gesellschaft lautet Stationsplein 8-K, 6221 BT Maastricht, die Niederlande. Deutsche Telekom International Finance B.V.'s Rechtsträgerkennung (LEI) ist 529900ERDFHS6C1M4U58.
<b>B.4b</b>	<b>Bereits bekannte Trends, die sich auf den Emittenten und die Branchen, in denen er tätig ist, auswirken</b>	Die Tätigkeit von Finance besteht ausschließlich in der Finanzierung der Deutschen Telekom Gruppe und ihre Fähigkeit zur Aufnahme von Finanzierungen beruht maßgeblich auf der Garantie der Deutschen Telekom AG, Bonn, Deutschland (" <b>Deutsche Telekom AG</b> "). Die Trends, die sich auf Deutsche Telekom AG auswirken, beeinflussen deshalb auch Finance. Für weitere Informationen zu den Trends, die sich auf Deutsche Telekom AG auswirken, <b>siehe Deutsche Telekom AG B.4b</b> .

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- <sup>1</sup> Moody's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Ratingagentur-Verordnung registriert.
- <sup>2</sup> Standard & Poor's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Ratingagentur-Verordnung registriert.
- <sup>3</sup> Fitch hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils geltenden Fassung (die "**Ratingagentur-Verordnung**") registriert.
- <sup>4</sup> Die Europäische Wertpapier- und Marktaufsichtsbehörde veröffentlicht auf ihrer Webseite (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.
- <sup>5</sup> Ein Kreditrating ist eine Einschätzung der Kreditwürdigkeit einer Rechtsperson und informiert den Anleger daher über die Wahrscheinlichkeit mit der die Rechtsperson in der Lage ist, angelegtes Kapital zurückzuzahlen. Es ist keine Empfehlung Wertpapiere zu kaufen, zu verkaufen oder zu halten und kann jederzeit durch die Ratingagentur geändert oder zurückgenommen werden.

<b>B.5</b>	<b>Beschreibung der Gruppe und der Stellung des Emittenten innerhalb dieser Gruppe</b>	Finance ist eine 100%ige Tochter der Deutsche Telekom AG und verfügt selbst über keine eigenen Tochtergesellschaften.																																	
<b>B.9</b>	<b>Gewinnprognosen oder -schätzungen</b>	Nicht anwendbar. Es wurden keine Gewinnprognosen oder -schätzungen aufgenommen.																																	
<b>B.10</b>	<b>Art etwaiger Einschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen</b>	Nicht anwendbar. Die Bestätigungsvermerke in Bezug auf die Jahresabschlüsse der Finance für die zum 31. Dezember 2018 und 31. Dezember 2017 endenden Geschäftsjahre enthalten keine Einschränkungen.																																	
<b>B.12</b>	<p><b>Ausgewählte wesentliche historische Finanzinformationen</b></p> <p><b>Bilanz</b></p> <table border="1" data-bbox="360 775 1366 1503"> <thead> <tr> <th data-bbox="360 775 1007 808">in TEUR</th> <th data-bbox="1007 775 1198 808">31.12.2018</th> <th data-bbox="1198 775 1366 808">31.12.2017</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="360 864 1366 887"><b>Aktiva</b></td> </tr> <tr> <td data-bbox="360 920 1007 943">Kurzfristige Vermögenswerte</td> <td data-bbox="1007 920 1198 943">2.740.295</td> <td data-bbox="1198 920 1366 943">1.728.341</td> </tr> <tr> <td data-bbox="360 965 1007 987">Langfristige Vermögenswerte</td> <td data-bbox="1007 965 1198 987">33.774.010</td> <td data-bbox="1198 965 1366 987">30.475.863</td> </tr> <tr> <td data-bbox="360 1021 1007 1043"><b>Bilanzsumme</b></td> <td data-bbox="1007 1021 1198 1043"><b>36.514.305</b></td> <td data-bbox="1198 1021 1366 1043"><b>32.204.204</b></td> </tr> <tr> <td colspan="3" data-bbox="360 1111 1366 1133"><b>Passiva</b></td> </tr> <tr> <td data-bbox="360 1167 1007 1189">Kurzfristige Schulden</td> <td data-bbox="1007 1167 1198 1189">2.716.415</td> <td data-bbox="1198 1167 1366 1189">1.712.289</td> </tr> <tr> <td data-bbox="360 1211 1007 1234">Langfristige Schulden</td> <td data-bbox="1007 1211 1198 1234">33.524.350</td> <td data-bbox="1198 1211 1366 1234">30.229.157</td> </tr> <tr> <td data-bbox="360 1267 1007 1290"><b>Schulden</b></td> <td data-bbox="1007 1267 1198 1290"><b>36.240.765</b></td> <td data-bbox="1198 1267 1366 1290"><b>31.941.446</b></td> </tr> <tr> <td data-bbox="360 1346 1007 1368"><b>Eigenkapital</b></td> <td data-bbox="1007 1346 1198 1368"><b>273.540</b></td> <td data-bbox="1198 1346 1366 1368"><b>262.758</b></td> </tr> <tr> <td data-bbox="360 1424 1007 1447"><b>Bilanzsumme</b></td> <td data-bbox="1007 1424 1198 1447"><b>36.514.305</b></td> <td data-bbox="1198 1424 1366 1447"><b>32.204.204</b></td> </tr> </tbody> </table>		in TEUR	31.12.2018	31.12.2017	<b>Aktiva</b>			Kurzfristige Vermögenswerte	2.740.295	1.728.341	Langfristige Vermögenswerte	33.774.010	30.475.863	<b>Bilanzsumme</b>	<b>36.514.305</b>	<b>32.204.204</b>	<b>Passiva</b>			Kurzfristige Schulden	2.716.415	1.712.289	Langfristige Schulden	33.524.350	30.229.157	<b>Schulden</b>	<b>36.240.765</b>	<b>31.941.446</b>	<b>Eigenkapital</b>	<b>273.540</b>	<b>262.758</b>	<b>Bilanzsumme</b>	<b>36.514.305</b>	<b>32.204.204</b>
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	<b>Keine wesentliche Verschlechterung der Aussichten des Emittenten</b>	Seit dem 31. Dezember 2018 gab es keine wesentliche Verschlechterung der Aussichten von Finance.																																	
	<b>Signifikante Veränderungen in der Finanz- bzw. Handelsposition</b>	Nicht anwendbar. Seit dem 31. Dezember 2018 gab es keine wesentliche Änderung der Finanz- bzw. Handelsposition von Finance.																																	
<b>B.13</b>	<b>Letzte Ereignisse</b>	Nicht anwendbar. Es gibt keine Ereignisse aus der jüngsten Zeit der Geschäftstätigkeit der Finance seit dem letzten veröffentlichten geprüften Jahresabschluss (31. Dezember 2018), die für die Bewertung der Zahlungsfähigkeit der Finance in hohem Maße relevant sind.																																	

<b>B.14</b>	<b>Bitte siehe Element B.5</b>	
	<b>Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe</b>	Finance ist eine 100%ige Tochter der Deutschen Telekom AG.
<b>B.15</b>	<b>Haupttätigkeiten</b>	Finance ist die Finanzierungsgesellschaft der Deutschen Telekom Gruppe. In dieser Position emittiert Finance eigenständig (jedoch garantiert durch die Deutsche Telekom AG) Schuldtitel auf dem Kapitalmarkt auf Basis des Kapitalbedarfs innerhalb der Deutschen Telekom Gruppe.
<b>B.16</b>	<b>Beherrschungsverhältnis</b>	Deutsche Telekom AG (100%). Finance ist eine 100%ige Tochtergesellschaft der Deutschen Telekom AG.
<b>B.17</b>	<b>Kreditratings der Emittentin oder ihrer Schuldtitel</b>	Finance ist bei S&P Global Ratings Europe Limited (" <b>S&amp;P</b> ") <sup>1,23</sup> mit BBB+ <sup>24</sup> und einem "CreditWatch negativ" eingestuft. Vorrangige unbesicherte Schuldtitel ( <i>senior unsecured debt</i> ) sind durch Moody's Investors Service España SA (" <b>Moody's</b> ") <sup>2,23</sup> mit einem Rating von Baa1 <sup>24</sup> und negativem Ausblick, und durch Fitch Ratings CIS Limited (" <b>Fitch</b> ") <sup>3,4</sup> mit BBB+ <sup>5</sup> und stabilem Ausblick eingestuft.
<b>B.19</b>	<b>Zusammenfassende Informationen in Bezug auf die Garantin</b>	<b>Deutsche Telekom AG - Siehe B.1 bis B.18</b> Im Falle einer Emission von Schuldverschreibungen durch die Deutsche Telekom International Finance B.V. die Informationen unter Deutsche Telekom AG – B.1 bis B.18 in die emissionspezifische Zusammenfassung unter diesem Element B.19 einfügen und die Elemente in Bezug auf Deutsche Telekom AG als Garantin wie folgt nummerieren: B.19 B.1 etc.]

<b>Punkt</b>	<b>Abschnitt C – Wertpapiere</b>	
<b>C.1</b>	<b>Gattung und Art der Schuldverschreibungen / Wertpapierkennnummer</b>	<b>Gattung</b> Die Schuldverschreibungen sind nicht besichert.
		<b>[Fest verzinsliche Schuldverschreibungen]</b> Die Schuldverschreibungen werden mit einem festen Zinssatz über die gesamte Laufzeit der Schuldverschreibungen verzinst.]
		<b>[Variabel verzinsliche Schuldverschreibungen]</b>

<sup>1</sup> Standard & Poor's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Ratingagentur-Verordnung registriert.

<sup>2</sup> Moody's hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Ratingagentur-Verordnung registriert.

<sup>3</sup> Fitch hat seinen Sitz in der Europäischen Gemeinschaft und ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rates vom 16. September 2009 über Ratingagenturen, in der jeweils geltenden Fassung (die "**Ratingagentur-Verordnung**") registriert.

<sup>4</sup> Die Europäische Wertpapier- und Marktaufsichtsbehörde veröffentlicht auf ihrer Webseite (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) ein Verzeichnis der nach der Ratingagentur-Verordnung registrierten Ratingagenturen. Dieses Verzeichnis wird innerhalb von fünf Werktagen nach Annahme eines Beschlusses gemäß Artikel 16, 17 oder 20 der Ratingagentur-Verordnung aktualisiert. Die Europäische Kommission veröffentlicht das aktualisierte Verzeichnis im Amtsblatt der Europäischen Union innerhalb von 30 Tagen nach der Aktualisierung.

<sup>5</sup> Ein Kreditrating ist eine Einschätzung der Kreditwürdigkeit einer Rechtsperson und informiert den Anleger daher über die Wahrscheinlichkeit mit der die Rechtsperson in der Lage ist, angelegtes Kapital zurückzuzahlen. Es ist keine Empfehlung Wertpapiere zu kaufen, zu verkaufen oder zu halten und kann jederzeit durch die Ratingagentur geändert oder zurückgenommen werden.

		<p>Die Schuldverschreibungen werden mit einem Zinssatz verzinst [(angepasst um die anwendbare Marge)], der auf der Basis eines Referenzzinssatzes bestimmt wird, der auf der vereinbarten Bildschirmseite eines Kursdienstes angezeigt wird.]</p> <p><b>ISIN</b> [•] <b>Common Code</b> [•] <b>Deutsche Wertpapierkenn Nummer (WKN)</b> [•] <b>[Emittenten- und Instrumenten-Kurzname (FISN)]<sup>1</sup></b> [•] <b>[Klassifizierungscode von Finanzinstrumenten (CFI Code)]<sup>2</sup></b> [•]</p>
<b>C.2</b>	<b>Währung</b>	Die Schuldverschreibungen sind in [•] begeben.
<b>C.5</b>	<b>Beschränkungen der freien Übertragbarkeit</b>	Nicht anwendbar. Die Schuldverschreibungen sind frei übertragbar.
<b>C.8</b>	<b>Rechte, die mit den Schuldverschreibungen verbunden sind (einschließlich Rang der Schuldverschreibungen und Beschränkungen dieser Rechte)</b>	<p><b>Anwendbares Recht</b> Die Schuldverschreibungen unterliegen deutschem Recht.</p> <p><b>[Gläubigerbeschlüsse</b> In Übereinstimmung mit dem Schuldverschreibungsgesetz 2009 ("SchVG") sehen die Schuldverschreibungen vor, dass die Gläubiger durch Beschluss (mit Zustimmung der Emittentin) Änderungen der Anleihebedingungen zustimmen und gewisse sonstige Maßnahmen in Bezug auf die Schuldverschreibungen beschließen. Beschlüsse der Gläubiger können nach Maßgabe der Anleihebedingungen entweder in einer Gläubigerversammlung oder im Wege der Abstimmung ohne Versammlung gefasst werden und sind für alle Gläubiger verbindlich. Beschlüsse der Gläubiger, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, bedürfen einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte. Sonstige Beschlüsse bedürfen der einfachen Mehrheit der teilnehmenden Stimmrechte.]</p> <p><b>Status der Schuldverschreibungen</b> Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind.</p>

<sup>1</sup> Wenn der FISN nicht notwendig oder gefordert ist, sollte angegeben werden, dass er "Nicht anwendbar" ist.

<sup>2</sup> Wenn der CFI Code nicht notwendig oder gefordert ist, sollte angegeben werden, dass er "Nicht anwendbar" ist.

		<p><b>Negativerklärung</b></p> <p>Die Bedingungen der Schuldverschreibungen enthalten eine Negativverpflichtung der Emittentin.</p> <hr/> <p><b>[Vorzeitige Rückzahlung im Fall von festverzinslichen Schuldverschreibungen]</b></p> <p>Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit [nach Wahl] [der Emittentin] [,] [und] [oder] [der Gläubiger], aus steuerlichen Gründen und bei Eintritt eines Kündigungsereignisses rückzahlbar.]</p> <hr/> <p><b>[Vorzeitige Rückzahlung im Fall von variabel verzinslichen Schuldverschreibungen]</b></p> <p>Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit [nach Wahl der Emittentin,] aus steuerlichen Gründen und bei Eintritt eines Kündigungsereignisses rückzahlbar.]</p> <hr/> <p><b>[Vorzeitige Rückzahlung nach Wahl der [Emittentin] [und/oder] [der Gläubiger] zu dem(n) festgelegten Rückzahlungsbetrag(beträgen)]</b></p> <p>Die Schuldverschreibungen sind nach Wahl der [Emittentin] [und/oder] [der Gläubiger] unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung gegenüber [den Gläubigern] [oder] [der Emittentin] rückzahlbar, und zwar zu dem(n) festgelegten Zeitpunkt(en) vor der angegebenen Fälligkeit und zu dem(n) festgelegten Rückzahlungsbetrag(beträgen) nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen.]</p> <hr/> <p><b>Vorzeitige Rückzahlung aus Steuergründen</b></p> <p>Die vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist zulässig, falls als Folge einer Änderung oder Ergänzung der Gesetze oder Vorschriften (einschließlich einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze oder Vorschriften) [<i>im Fall von Schuldverschreibungen, die von der Deutsche Telekom AG begeben werden – der Bundesrepublik Deutschland</i>] [<i>im Fall von Schuldverschreibungen, die von der Deutsche Telekom International Finance B.V. begeben werden – der Niederlande oder der Bundesrepublik Deutschland</i>] oder deren politischen Untergliederungen oder Steuerbehörden, die Emittentin [<i>im Falle von Schuldverschreibungen, die von Deutsche Telekom International Finance B.V. begeben werden, oder die Garantin</i>] zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen verpflichtet ist, wie im Einzelnen in den Anleihebedingungen der Schuldverschreibungen dargelegt.</p> <hr/> <p><b>Vorzeitige Rückzahlung bei Eintritt eines Kündigungsereignisses (einschließlich Drittverzug)</b></p> <p>Die Schuldverschreibungen sehen Kündigungsgründe (einschließlich einer Kündigung im Fall eines Drittverzugs (<i>Cross-Default</i>)) vor, die die Gläubiger berechtigen, die unverzügliche Rückzahlung ihrer Schuldverschreibungen zum Nennbetrag nebst etwaigen bis zum jeweiligen Rückzahlungstag aufgelaufener Zinsen zu verlangen.</p>
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C.9	Bitte siehe Element C.8.	
	Zinssatz	[[•]]% per annum im Fall von fest verzinslichen Schuldverschreibungen]
		[Im Fall von variabel verzinslichen Schuldverschreibungen der [EURIBOR] [LIBOR für die festgelegte Währung] [[zuzüglich] [abzüglich] die [anwendbare] Marge [in Höhe von [•]]% per annum für jede Zinsperiode]]. [Der Mindestzinssatz beträgt [•]]% per annum.] [Der Höchstzinssatz beträgt [•]]% per annum.]
	Verzinsungsbeginn	[Begebungstag der Schuldverschreibungen.]
	Zinszahlungstage	[•]
	Basiswert auf dem der Zinssatz basiert	[Nicht anwendbar im Fall von fest verzinslichen Schuldverschreibungen. Der Zinssatz basiert nicht auf einem Basiswert.]
		[[EURIBOR] [LIBOR für die festgelegte Währung] im Fall von variabel verzinslichen Schuldverschreibungen]
	Fälligkeitstag einschließlich Rückzahlungsverfahren	[[•]] im Fall von fest verzinslichen Schuldverschreibungen]
[Im Fall von variabel verzinslichen Schuldverschreibungen am in den [Rückzahlungsmonat] fallenden Zinszahlungstag.]		
Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.		
Rendite	[[•]]% per annum im Fall von festverzinslichen Schuldverschreibungen.]	
	[Nicht anwendbar im Fall von variabel verzinslichen Schuldverschreibungen. Es wird keine Rendite berechnet.]	
Name des Vertreters der Inhaber der Schuldverschreibungen	[Nicht anwendbar. In Übereinstimmung mit dem SchVG sehen die Schuldverschreibungen vor, dass die Gläubiger durch Beschluss einen gemeinsamen Vertreter bestellen können. Die Aufgaben und Befugnisse des durch Beschluss bestellten gemeinsamen Vertreters bestimmen sich nach dem SchVG sowie den Mehrheitsbeschlüssen der Gläubiger.]	
	[[•]] ist in den Anleihebedingungen der Schuldverschreibungen als gemeinsamer Vertreter der Gläubiger bestellt. Die Aufgaben und Befugnisse des gemeinsamen Vertreters bestimmen sich nach den Anleihebedingungen.]	
C.10	Bitte siehe Element C.9.	
	Erläuterung wie der Wert der Anlage beeinflusst wird, falls die Schuldverschreibungen eine derivative Komponente bei der	Nicht anwendbar. Die Zinszahlung weist keine derivative Komponente auf.

	<b>Zinszahlung aufweisen</b>	
<b>C.11</b>	<b>Einführung in einen regulierten Markt oder einem gleichwertigen Markt</b>	[Regulierter Markt der Luxemburger Wertpapierbörse.] [Nicht anwendbar. Es ist nicht beabsichtigt, dass die Schuldverschreibungen in einen regulierten Markt eingeführt werden.]

<b>Punkt</b>	<b>Abschnitt D – Risiken</b>	
	<b>Risiken, die der Deutsche Telekom AG als [Emittentin] [Garantin] eigen sind</b>	
<b>D.2</b>	<b>Zentrale Angaben zu den zentralen Risiken, die dem Emittenten eigen sind</b>	<p><b>Allgemeine konjunkturelle Entwicklung</b></p> <p>Die wirtschaftliche und politische Entwicklung der letzten Monate hat zu einer Verschlechterung der wirtschaftlichen Perspektiven weltweit und in den Ländern der Deutschen Telekom geführt. Führende Wirtschaftsforschungsinstitute haben ihre Konjunkturprognosen nach unten korrigiert und gehen davon aus, dass die meisten Volkswirtschaften geringere Wachstumsraten aufweisen werden.</p> <p>Die Hauptrisiken für das zukünftige Wirtschaftswachstum ergeben sich aus politischen Unsicherheiten, insbesondere in Europa, einem ungeordneten Brexit, anhaltenden Unsicherheiten über die Handelspolitik, Unsicherheiten über das Ausmaß der chinesischen Konjunkturabschwächung und geopolitischen Krisen.</p> <p><b>Entscheidungen von Aufsichtsbehörden</b></p> <p>Die Deutsche Telekom AG und ihre internationalen Tochtergesellschaften unterliegen weiterhin einer branchenspezifischen Marktregulierung. Die nationalen Regulierungsbehörden verfügen über weitreichende Befugnisse, um in die Produktgestaltung und Preisgestaltung einzugreifen, was erhebliche Auswirkungen auf den Betrieb hat. Die Deutsche Telekom kann nur begrenzt mit solchen regulatorischen Eingriffen rechnen, die den bestehenden Preis- und Wettbewerbsdruck zusätzlich verstärken können. Darüber hinaus gibt die Europäische Kommission Empfehlungen ab, die nicht direkt verbindlich sind, aber von den nationalen Regulierungsbehörden berücksichtigt werden müssen.</p> <p><b>Intensiver Wettbewerb</b></p> <p>Die Deutsche Telekom ist in allen ihren Geschäftsfeldern mit intensivem Wettbewerb konfrontiert, was zu Preissenkungen für ihre Produkte und Dienstleistungen und einem rückläufigen Marktanteil in bestimmten Dienstbereichen führen und damit ihre Umsatz- und Gewinnsituation nachteilig beeinflussen könnte.</p> <p><b>Nicht-Realisierung von erwarteten Einnahmen</b></p> <p>Es ist möglich, dass die Deutsche Telekom weder die erwartete Nachfrage für ihre neuen/existierenden Produkte und Dienstleistungen noch die erwartete Höhe und den Zeitpunkt der mit diesen Produkten und Dienstleistungen generierten Umsätzen aufgrund eines Mangels an Marktakzeptanz oder technologischer Veränderung realisieren kann, was sich nachteilig auf ihre Cash-Flows auswirken könnte.</p>

		<p><b>Unsicherheiten in Verbindung aus strategischen Transformationen und Integration</b></p> <p>Eine inhaltliche oder zeitliche Abweichung von geplanten Maßnahmen für strategischen Transformationen und Integration kann deren Nutzen verringern und sich negativ auf die Geschäfts-, Vermögens-, Finanz- und Ertragslage der Deutschen Telekom auswirken.</p>
		<p><b>Unsicherheiten in Verbindung mit Personalabbau</b></p> <p>Sollte es der Deutschen Telekom nicht gelingen, ihre geplanten Maßnahmen für den Personalabbau und –umbau bzw. ihre personalbezogenen Kostensparziele umzusetzen, könnte sich dies negativ auf das Ansehen und auf die Erreichung ihrer Finanzzielsetzungen und Profitabilität auswirken.</p>
		<p><b>Rückkehr von Beamten</b></p> <p>Aufgrund von Veräußerungen bestimmter, nicht zum Kerngeschäft gehörender Unternehmen in Deutschland besteht ein Risiko der Rückkehr von aus der Deutsche Telekom Gruppe ausgegliederten Beamten, was einen negativen Einfluss auf die Personal- und Kostensenkungsziele der Deutschen Telekom Gruppe haben könnte.</p>
		<p><b>Gesundheitsrisiken drahtloser Kommunikationsgeräte</b></p> <p>Vermeintliche Gesundheitsrisiken drahtloser Kommunikationsgeräte haben zu Gerichtsverfahren geführt und die Märkte im Mobilfunkgeschäft der Deutschen Telekom beeinträchtigt. Dies könnte einen Rückgang der Mobilfunknutzung nach sich ziehen oder die Beschaffung von Standorten für Basisstationen erschweren, was wiederum negative Auswirkungen auf die Finanzlage und operativen Ergebnisse des Mobilfunkgeschäfts der Deutschen Telekom haben könnte.</p>
		<p><b>Risiken in Verbindung mit Implementierung von IT- und NT-Programmen</b></p> <p>Im Rahmen groß angelegter Programme zur Neugestaltung ihrer Informationstechnologie ("IT") und Netzinfrastruktur ("NT") ist die Deutsche Telekom stets darum bemüht, immer neuen Kundenbedürfnissen, organisatorischen und buchhalterischen Anforderungen Rechnung zu tragen. Die komplexe Umsetzung dieser Programme erfordert erhebliche Investitionen und wenn diese Aktivitäten nicht effektiv geplant und überwacht werden, kann dies eine falsche Ressourcenzuweisung sowie eine Behinderung von Prozessen mit negativen Konsequenzen für ihren Geschäftsbetrieb nach sich ziehen.</p>
		<p><b>Systemausfälle und Störungen</b></p> <p>Systemausfälle aufgrund naturbedingter oder menschlich verursachter Störungen und Datenverluste könnten zu Verkehrseinbußen und rückläufigen Umsätzen führen und das Ansehen der Deutschen Telekom und ihre Ergebnisse schädigen.</p>



		<p><b>Cyber-Kriminalität</b></p> <p>Cyber-Kriminalität und Industriespionage nehmen zu und können das Ansehen der Deutschen Telekom und ihre Ergebnisse schädigen.</p>
		<p><b>Defizite im Versorgungs- und Beschaffungsprozess</b></p> <p>Defizite im Versorgungs- und Beschaffungsprozess der Deutschen Telekom könnten sich negativ auf ihr Produktportfolio, ihre Umsätze und Gewinne auswirken.</p>
		<p><b>Rechtsstreitigkeiten</b></p> <p>Die Deutsche Telekom befindet sich laufend mit staatlichen Aufsichts- und Wettbewerbsbehörden, Mitbewerbern und anderen Parteien im Rechtsstreit. Das Endergebnis solcher Gerichtsverfahren ist generell ungewiss. Nach deren endgültigem Abschluss können sie erhebliche nachteilige Auswirkungen auf die operativen Ergebnisse der Deutschen Telekom und ihre Finanzlage haben.</p>
		<p><b>Liquiditäts- und Kreditrisiken sowie Veränderungen von Wechselkursen-, Zinsen, des Ratings- und der Steuergesetzgebung</b></p> <p>Liquiditäts-, Kredit-, Währungs-, Zins-, Rating- und Steuer-Risiken haben nachteilige Auswirkungen auf die Umsatz- und Kostenentwicklung der Deutschen Telekom gehabt und werden dies möglicherweise auch in Zukunft haben.</p>
		<p><b>Allgemeine Entwicklungen im Telekommunikationssektor</b></p> <p>Entwicklungen im Telekommunikationssektor resultierten in der Vergangenheit und könnten auch zukünftig in umfangreichen Abschreibungen des Buchwertes bestimmter Vermögenswerte resultieren.</p>
		<p><b>Potenzielle Nichterfüllung von Compliance-Anforderungen</b></p> <p>Die potenzielle Nichterfüllung von Compliance-Anforderungen (inklusive Datenschutz) oder die Ermittlung wesentlicher Schwächen der internen Kontrolle der Finanzberichterstattung der Deutschen Telekom könnten einen negativen Einfluss auf den Ruf des Unternehmens, auf seine Finanzlage und die Kurse seiner Wertpapiere haben.</p>
		<p><b>Marke, Kommunikation und Reputation</b></p> <p>Eine unvorhersehbare negative mediale Berichterstattung über die Produkte und Dienstleistungen oder unternehmerische Tätigkeit und Verantwortung der Deutschen Telekom Gruppe kann einen großen Einfluss auf die Reputation, den Ruf und das Marken-Image der Deutschen Telekom Gruppe haben.</p>
		<p><b>Risiken, die der Deutsche Telekom International Finance B.V. als Emittentin eigen sind</b></p>
[D.2]	<p><b>Zentrale Angaben zu den zentralen Risiken, die dem Emittenten eigen sind</b></p>	<p>Zahlung von Kapital und Zinsen unter den durch Finance begebenen Schuldverschreibungen sind durch die Deutsche Telekom AG garantiert. Deshalb entsprechen die Risiken, die der Finance eigen sind, denjenigen die die Deutsche Telekom AG betreffen. Für die zentralen Risiken der Deutschen Telekom siehe "<b>Abschnitt D.2 – Risiken, die der Deutschen Telekom AG als</b></p>

		Garantin eigen sind" .]
	<b>Risiken, die den Wertpapieren eigen sind</b>	
D.3	<b>Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind</b>	<b>Schuldverschreibungen als nicht für alle Investoren geeignetes Investment</b> Jeder potentielle Anleger in Schuldverschreibungen muss die Geeignetheit dieser Investition unter Berücksichtigung seiner eigenen Lebensverhältnisse einschätzen.
		<b>Liquiditätsrisiko</b> Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für Schuldverschreibungen entstehen wird, oder sofern er entsteht, dass er fortbestehen wird. In einem illiquiden Markt könnte es sein, dass ein Anleger seine Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.
		<b>Marktpreisrisiko</b> Der Gläubiger von Schuldverschreibungen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Schuldverschreibungen ausgesetzt, welches sich verwirklichen kann, wenn der Gläubiger seine Schuldverschreibungen vor Endfälligkeit veräußert.
		<b>Risiko der vorzeitigen Rückzahlung</b> Der Gläubiger von Schuldverschreibungen ist dem Risiko ausgesetzt, dass infolge der vorzeitigen Rückzahlung seine Kapitalanlage eine geringere Rendite als erwartet aufweisen wird. Außerdem besteht die Möglichkeit, dass der Gläubiger der Schuldverschreibungen eine Wiederanlage nur zu schlechteren als den Bedingungen des ursprünglichen Investments tätigen kann.
		<b>[Währungsrisiko]</b> Der Gläubiger von Schuldverschreibungen, die auf eine fremde Währung lauten, ist dem Risiko ausgesetzt, dass Wechselkursschwankungen die Rendite solcher Schuldverschreibungen beeinflussen können.
		<b>[Festverzinsliche Schuldverschreibungen]</b> Der Gläubiger von festverzinslichen Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen Schuldverschreibung infolge von Veränderungen des aktuellen Marktzinssatzes fällt.
		<b>[Variabel verzinsliche Schuldverschreibungen]</b> Der Gläubiger von variabel verzinslichen Schuldverschreibungen ist dem Risiko eines schwankenden Zinsniveaus und ungewisser Zinserträge ausgesetzt. Ein schwankendes Zinsniveau macht es unmöglich, die Rendite von variabel verzinslichen Schuldverschreibungen im Voraus zu bestimmen.
		<b>[Bestimmte Risiken in Bezug auf den [EURIBOR] [LIBOR]]</b> Bestimmte Risiken ergeben sich im Zusammenhang mit dem [EURIBOR] [LIBOR], an den die Zinssätze der variabel

		<p>verzinslichen Schuldverschreibungen geknüpft sind, der als "Benchmark" gilt (die "<b>Benchmark</b>") und der Gegenstand aktueller aufsichtsrechtlicher Vorgaben und Reformvorschläge auf nationaler und internationaler Ebene ist. Einige dieser Reformen sind bereits in Kraft getreten, während andere noch umgesetzt werden müssen. Diese Reformen können dazu führen, dass sich die Benchmark (sofern davon betroffen) anders als in der Vergangenheit entwickelt oder ganz abgeschafft wird. [Zum Beispiel hat die britische Financial Conduct Authority am 27. Juli 2017 angekündigt (die "<b>FCA Ankündigung</b>"), dass sie nach 2021 Banken nicht mehr dazu bewegen oder verpflichten will, Daten für die LIBOR Benchmark zu übermitteln. Die FCA Ankündigung deutet darauf hin, dass die Beibehaltung des LIBOR auf der bestehenden Basis nach 2021 nicht garantiert werden kann.] Die Reformen können auch zu anderen Auswirkungen führen, die nicht vorhersehbar sind.</p> <p>Obgleich es ungewiss ist, ob oder inwieweit eine Änderung betreffend die Verwaltung oder das Verfahren zur Ermittlung des [EURIBOR] [LIBOR] Auswirkungen auf den Wert der Schuldverschreibungen haben könnten, sollten Anleger beachten, dass sie dem Risiko ausgesetzt sind, dass Änderungen des [EURIBOR] [LIBOR] sich wesentlich nachteilig auf den Wert und die Zahlungen unter der Schuldverschreibungen auswirken könnten.]</p> <p><b>[Beschlüsse der Gläubiger]</b></p> <p>Da die Anleihebedingungen der Schuldverschreibungen Beschlüsse der Gläubiger im Rahmen einer Gläubigerversammlung oder durch Abstimmung ohne Versammlung vorsehen, ist ein Gläubiger dem Risiko ausgesetzt, durch einen Mehrheitsbeschluss der Gläubiger überstimmt zu werden. Da ein solcher Mehrheitsbeschluss für alle Gläubiger verbindlich ist, können bestimmte Rechte des Gläubigers gegen die Emittentin aus den Anleihebedingungen geändert, eingeschränkt oder sogar aufgehoben werden.]</p> <p><b>[Gemeinsamer Vertreter]</b></p> <p>Da die Anleihebedingungen der Schuldverschreibungen die Bestellung eines gemeinsamen Vertreters vorsehen, ist es für einen Gläubiger möglich, dass sein persönliches Recht zur Geltendmachung und Durchsetzung seiner Rechte aus den Anleihebedingungen gegenüber der Emittentin auf den gemeinsamen Vertreter übergeht, der sodann allein verantwortlich ist, die Rechte sämtlicher Gläubiger geltend zu machen und durchzusetzen.]</p>
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Punkt	Abschnitt E – Angebot von Wertpapieren	
E.2b	<p><b>Gründe für das Angebot und Zweckbestimmung der Erlöse, sofern diese nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken liegen.</b></p>	<p><b>[•]</b></p>

E.3	<b>Beschreibung der Angebotskonditionen</b>	<p>[Ein öffentliches Angebot findet nicht statt und wird nicht in Betracht gezogen.]</p> <p>Die Gesamtsumme [der Emission] [des Angebots] beträgt [•].</p> <p>[Die Angebotsfrist beginnt am [•] und endet am [•].]</p> <p>[Der Mindestzeichnungsbetrag beträgt [•].]</p> <p>[Der Höchstzeichnungsbetrag beträgt [•].]</p> <p>[Der Preis zu dem die Schuldverschreibungen voraussichtlich angeboten werden ist [•].]</p> <p>[•]</p>
E.4	<b>Beschreibung aller für die Emission/das Angebot wesentlichen, auch kollidierenden Interessen.</b>	[•]
E.7	<b>Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden.</b>	[•]

## Risk Factors

**Prospective investors should consider all information provided in this Prospectus and the Reference Documents and consult with their own professional advisers if they consider it necessary. In addition, investors should be aware that the risks described may combine and thus accumulate.**

**Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business.**

### Risk Factors regarding the Issuers

**The following is a disclosure of risk factors that are material to each Issuer and that may affect each Issuer's ability to fulfill its obligations under the Notes or the Guarantee, as the case may be. Prospective investors should consider these risk factors before deciding to purchase Notes issued under the Programme.**

### Risk Factors regarding Deutsche Telekom AG

The risk related to Deutsche Telekom AG's ability to fulfill its obligations as Issuer of debt securities is described by reference to the ratings assigned to Deutsche Telekom AG. Deutsche Telekom AG is rated by Fitch Ratings CIS Limited ("**Fitch**")<sup>1,2</sup> Moody's Investors Service España SA ("**Moody's**")<sup>3,28</sup> and by S&P Global Ratings Europe Limited ("**S&P**")<sup>4,28</sup> together with Fitch and Moody's, the "**Rating Agencies**".

As of the publication date of the Prospectus, the ratings assigned to Deutsche Telekom by the Rating Agencies were as follows:

by Fitch:	long-term rating:	BBB+ <sup>5</sup> / stable
	short-term rating:	F2 <sup>31</sup>

Fitch defines<sup>a</sup>:

BBB: "BBB" ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.

F2: Indicates satisfactory capacity for timely payment of financial commitments.

by Moody's:	long-term rating:	Baa1 <sup>31</sup> / negative
	short-term rating:	P-2 <sup>31</sup>

Moody's defines<sup>b</sup>:

Baa1: Obligations rated Baa are subject to moderate credit risks. They are considered medium-grade and as such may possess certain speculative characteristics.

P-2: Issuers have a strong ability to repay short-term obligations.

by S&P:	long-term rating:	BBB+ <sup>31</sup> / CreditWatch negative
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<sup>1</sup> Fitch is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

<sup>2</sup> The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

<sup>3</sup> Moody's is established in the European Community and is registered under the CRA Regulation.

<sup>4</sup> S&P is established in the European Community and is registered under the CRA Regulation.

<sup>5</sup> A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

short-term rating: A-2<sup>31</sup>

S&P defines<sup>c</sup>:

**BBB+:** An obligation rated "BBB" exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

**A-2:** A short-term obligation rated "A-2" is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.

<sup>a</sup> Note: "+" or "-" may be appended to a rating to denote the relative status within major rating categories. Such suffixes are not added to the "AAA" category or to categories below "CCC".

<sup>b</sup> Note: Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from Aa to Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

<sup>c</sup> Note: Plus (+) or minus (-): The ratings from "AA" to "CCC" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.

**Weaker economic prospects and political uncertainties could adversely affect Deutsche Telekom's customers' purchases of products and services in each of the operating segments, which could have a negative impact on the operating results and financial condition of Deutsche Telekom.**

Economic and political developments in the last few months have led to weaker economic prospects worldwide and in Deutsche Telekom's footprint countries. Leading economic research institutes have revised their economic forecasts downward and are expecting most economies to post lower rates of growth. Persisting uncertainty about Brexit and the ongoing growth slowdown in the euro area are weighing on growth prospects in Germany and in the United Kingdom, a market in which Deutsche Telekom is engaged through its BT stake. The main risks to future economic growth are posed by political uncertainties especially in Europe, a disorderly Brexit, continued uncertainties about trade policies, uncertainty about the extent of China's slowdown, and geopolitical crises.

Economic risks could impact Deutsche Telekom's markets in different ways. Private and business customers could decrease their consumption if the economy slows down substantially and uncertainty continues to rise. Cuts in government spending could also have negative effects on demand for telecommunications services.

**Because Deutsche Telekom operates in heavily regulated business environments, decisions that regulatory authorities impose on Deutsche Telekom restrict flexibility in managing its business and may force it to offer services to competitors or reduce the prices it charges for products and services, either of which could have a material negative impact on Deutsche Telekom's revenues, profits and market shares.**

Deutsche Telekom AG and its international subsidiaries remain subject to sector-specific market regulation. The national regulatory authorities have extensive powers to intervene in product design and pricing, with significant effects on operations. Deutsche Telekom can anticipate only to a limited extent such regulatory interventions, which may additionally intensify existing price and competitive pressure. Furthermore, the European Commission is issuing recommendations which are not directly binding but do have to be taken into account by the national regulatory authorities. There are concerns that regulatory interventions in Germany and other European countries may continue to impact the revenue trend in the fixed-network and mobile market in the medium and long term.

The main regulatory risks which could have an influence on the results of operations, financial position or cash flows and/or reputation of Deutsche Telekom comprise changes in regulatory policy and legislation, in the awarding of spectrum Deutsche Telekom requires for current and future services, and in regulatory decisions regarding specific products or prices.

*Awarding of spectrum*

Risks could arise from the fact that unfavourable auction rules and frequency usage requirements, excessive reserve prices, or disproportionately high annual spectrum fees could jeopardise Deutsche Telekom's planned acquisition of spectrum. The upcoming award procedures mainly relate to the auctioning of additional spectrum in the 0.7 GHz, 1.5 GHz and 3.5 GHz/3.7 GHz ranges. In addition, spectrum licenses, especially in the 2.1 GHz range, will expire between 2019 and 2021 in some countries and need to be renewed.

### *Areas in which national regulators may intervene*

European and national laws and regulations grant national regulators extensive powers of intervention. A case in point at European level is the EU Regulation concerning the single market for electronic communications, which was enacted on 27 October 2015. It comprises regulations on international roaming, net neutrality, and disclosure obligations and restricts Deutsche Telekom's product-design options, mainly of retail products. The Body of European Regulators for Electronic Communications ("**BEREC**") has published guidelines for implementing this regulation. Risks arise from how the national regulators interpret both the regulation and these guidelines. In Germany, for example, the Federal Network Agency has wide-ranging powers under law to require products to be adjusted in order to enforce the regulation and to impose fines in cases of non-compliance.

Deutsche Telekom Group companies in Germany and abroad continue to be subject to comprehensive regulation of wholesale products, obligating Deutsche Telekom to make its network and services available to its competitors. The national regulators regularly check and determine the corresponding terms, conditions and prices of these wholesale offerings. The key wholesale products subject to regulation are unbundled local loop line, bitstream products, leased lines, termination rates and the associated services. In addition, European and national consumer protection regulations apply. In Germany, for instance, the Transparency Regulation came into force on 1 June 2017, the main objective of which is to enhance transparency and cost control with telecommunications services. In this context, the Federal Network Agency introduced a system that enables consumers to measure the bandwidths available on their fixed-network and mobile lines.

In addition to the requirements of telecommunications law, media products are also subject to special European and national regulations under media law. The latter include, in the broader sense, copyright law, regulations concerning the responsibility for published content, and requirements in relation to the content and user interfaces of media distribution platforms. Barring any changes to its shareholder structure (the Federal Republic and KfW being its major shareholders), to the legal situation or to the prevailing opinions of media regulators, it is unlikely that Telekom Deutschland will be granted a license to broadcast radio and television programs.

### *Changes in regulatory policy and legislation*

*EU legal framework for telecommunications.* In early June 2018, a political agreement was reached between the European Parliament and the Council in the form of the European Electronic Communications Code. The aim is to reform central EU regulation of the telecommunications sector, primarily price and access regulation, spectrum policy, sector-specific rules on consumer protection, and the universal service regime. The new rules took effect as of 20 December 2018. The Member States will then have 24 months to transpose the requirements into national law. Individual rules will enter into force at an earlier date – in particular those governing the regulation of retail customer rate plans for voice calls and text messages within the EU – and take effect as of 15 May 2019 as part of a directly applicable EU Regulation. The agreement provides for less regulation of "very high capacity networks" and more stable regulatory conditions over the long term in cases where competitors invest jointly, as is the case with open co-investment models. In addition to establishing co-ownership and co-financing, co-investment models also include long-term agreements on access-based network usage that comply with specific requirements designed to safeguard competition. Fiber-to-the-building/ home (FTTB/FTTH) networks, in particular, could benefit from the new rules. At the same time, the new legal framework gives the regulatory authorities new powers to impose access obligations on all networks independent of whether a company has significant market power (symmetrical regulation). In terms of spectrum policy, the new EU regulatory framework aims to increase the level of harmonisation in certain areas and thus improve legal certainty when awarding mobile spectrum, for example, by including a minimum license term of 15 years with an option to extend for a further five years. With respect to consumer protection, apart from a few exceptions, fully harmonised obligations are in place at European level – thus negating the need for additional national regulations – whereas obligations in individual areas are becoming more stringent. Transparency obligations are being extended greatly, while the regulations on contract terms and changes of provider are being tightened up further. Universal service is being completely overhauled, with the removal of many services that are hardly used anymore. In future, to enable the use of services including video telephony, telecommunications connections will have to be broadband in order to meet universal service requirements. In addition, as described above, as of 15 May 2019, the charges for international voice calls and sending text messages within the EU have been limited (to EUR 0.19/minute and EUR 0.06/SMS (net) for five years).

The revision of the EU legal framework for telecommunications forms part of a bouquet of new EU legislation on the single market for electronic communications that provides for amendments to the regulations governing media services – mainly due to the growing importance of internet offerings – which are competing with the TV services previously focused on (for example, under copyright law, laws for the protection of minors from harmful media, and the liability of internet service providers (in particular hosting) for third-party content).

At the national level, too, specific amendments (e.g., to the German Interstate Treaty on Broadcasting) are being discussed in response to the phenomena of digitalisation and convergence.

**Deutsche Telekom faces intense competition in all areas of its business, which could lead to reduced prices for its products and services and a decrease in market share in certain service areas, thereby adversely affecting Deutsche Telekom's revenues and net profit.**

Competitive pressure will increase further, especially in the fixed network in Germany and Europe. In the broadband market, Deutsche Telekom is observing above-average growth in the market shares of regional network operators, particularly in Germany, and an increase in their market coverage through the build-out of proprietary infrastructure. Furthermore, regional telecommunications carriers will further increase their market coverage. In certain regions, Deutsche Telekom competitors are extending their own fiber-optic network to the home so that they are independent of Deutsche Telekom's network in the local loop too. There is also strong competition to gain new customers by cutting prices and offering introductory discounts. Another competitive risk lies in the fact that Deutsche Telekom is increasingly faced with competitors who are not part of the telecommunications sector as such but rather major players in the Internet and consumer electronics industries. Deutsche Telekom continues to be exposed to the risk of a further loss of market share and falling margins.

Deutsche Telekom also expects prices for mobile voice telephony and mobile data services to decrease further, which could adversely affect mobile services revenue. Among the main reasons for the decrease in prices are providers that are pursuing aggressive pricing policies (MVNOs) and expanding in Germany and other European markets.

Pure eSIM smartphone offerings could put even more pressure on prices for mobile voice telephony and mobile data services. In addition, the risk remains that smaller competitors will take unforeseen, aggressive pricing measures.

T-Mobile US operates in a very competitive wireless industry where customer attrition may increase as the wireless industry shifts away from service contracts and market saturation leads to increased competition for customers. The growing appetite for data services will increase demand on its network capacity. Furthermore, industries are converging as video, mobile, and broadband companies compete to deliver content. Joint ventures, mergers, acquisitions and strategic alliances are resulting in larger competitors who could enter into exclusive handset, device, or content arrangements or refuse to provide T-Mobile US with roaming services on reasonable terms. This may adversely affect T-Mobile US' competitive position and ability to grow. The scarcity and cost of additional wireless spectrum, and regulations relating to spectrum use, may also affect its business strategy, including plans to improve its network.

Deutsche Telekom Systems Solutions operating segment also faces challenges. Continued strong competition and persistent price erosion are adversely affecting traditional ICT business. In addition, the technological shift toward cloud solutions and digitalisation in the IT sector is prompting new, strongly capitalised, competitors to enter the market. The introduction of IP technology in telecommunications business is enabling price reductions, which poses a risk of revenue losses and declining margins at T-Systems.

The Group Development operating segment reported on risks and opportunities for the first time in 2017. T-Mobile Netherlands, Deutsche Funkturm ("**DFMG**"), Deutsche Telekom Capital Partners ("**DTCP**") and Ströer SE & Co. KGaA are assigned to this segment. Deutsche Telekom's approach of integrated, value-driven management aims to give its subsidiaries and equity investments the level of entrepreneurial freedom they need and thus to promote their strategic further development. The Group functions of Mergers & Acquisitions and Strategic Portfolio Management have also been assigned to Group Development. The economic future of the units assigned to the Group Development segment harbors both operational opportunities and risks.

**Deutsche Telekom may not realise either the expected level of demand for its new/existing products and services, or the expected level and timing of revenues generated by those products and services, on account of the lack of market acceptance or technological change, which could adversely affect Deutsche Telekom's cash flows.**

There is a risk that Deutsche Telekom will not succeed in making customers sufficiently aware of existing and future value-added services or in creating customer acceptance of these services at the prices Deutsche Telekom would want to charge. In addition, market acceptance for these new products and services could be negatively affected by an unwillingness to pay for additional features. These risks exist, in particular, with respect to Deutsche Telekom's anticipated future growth drivers in the mobile and the fixed-line telecommunications area.

Ever shorter innovation cycles confront the telecommunications sector with the challenge of bringing out new



products and services at shorter and shorter intervals. New technologies are superseding existing technologies, products, or services in part, in some cases even completely. This could lead to lower prices and revenues in both voice and data traffic. These substitution risks could impact Deutsche Telekom's revenue and earnings in particular in the Europe and United States operating segments. Deutsche Telekom deals with the impact of substitution risks by offering package rates, for example: Deutsche Telekom offers new and existing customers integrated solutions from its product portfolio.

**A substantive or temporal deviation from planned measures for strategic transformation and integration may reduce its benefits and this could negatively impact Deutsche Telekom's business situation, financial position and results of operations.**

Deutsche Telekom is in a continuous process of strategic adjustments and cost-cutting initiatives. If Deutsche Telekom is unable to implement these projects as planned, they will be exposed to risks. This means the benefits could be less than originally estimated or they could arrive later than expected or not at all. Each of these factors, on their own or combined with others, could have a negative impact on Deutsche Telekom's business situation, financial position and results of operations.

**Failure to achieve the planned reduction and restructuring of personnel or the human resources-related cost-savings goals could negatively affect the reputation and achievement of Deutsche Telekom's financial objectives and profitability.**

In 2018, Deutsche Telekom once again used socially responsible measures to restructure the workforce in the Group, essentially by means of voluntary redundancies, partial and early retirement, and employment opportunities for civil servants and employees offered by Vivento/Telekom Placement Services, especially in the public sector. Staff restructuring will continue in the future. If it is not possible to implement the measures as planned or at all, this may have negative effects on Deutsche Telekom's financial targets.

**As a result of dispositions of certain non-core businesses in Germany, there is an increased risk of return of civil servants transferred out of Deutsche Telekom Group, which could have a negative impact on the staff and cost reduction objectives.**

When Group entities that employ civil servants are disposed of, it is generally possible to continue to employ them at the Group entity to be sold, provided the civil servant agrees or submits an application to be employed at the respective unit in future. However, there is a risk that they may return to Deutsche Telekom from a sold entity, for instance after the end of their temporary leave from civil servant status, without the Company being able to offer them jobs.

As of 31 March 2019, there are currently around 1,529 civil servants who are entitled to return to Deutsche Telekom in this way.

**Alleged health risks of wireless communications devices have led to litigation affecting markets with Deutsche Telekom's mobile telecommunications operations subsidiaries, and could lead to decreased wireless communications usage or increased difficulty in obtaining sites for base stations and, as a result, adversely affect the financial condition and results of operations of Deutsche Telekom's wireless services business.**

Mobile communications, or the electromagnetic fields used in mobile communications, regularly give rise to concerns among the general population about potential health risks. There is intense public, political, and scientific debate of this issue. Acceptance problems among the general public concern both mobile communications networks and the use of mobile handsets. In mobile communications, this affects projects like the build-out of mobile networks and the use of mobile terminal devices. In the fixed network, it affects sales of traditional IP and DECT (digital cordless) phones and devices that use WiFi technology. There is a risk of regulatory interventions, such as reduced thresholds for electromagnetic fields or the implementation of precautionary measures in mobile communications, e.g., amendments to building law or labeling requirements for handsets.

Over the past few years, recognised expert organisations such as the World Health Organisation (WHO) and the International Commission on Non-Ionizing Radiation Protection (ICNIRP) have repeatedly reviewed the current thresholds for mobile communications and confirmed that - if these values are complied with - the use of mobile technology is safe based on current scientific knowledge. The expert organisations, currently the ICNIRP, regularly review the recommended thresholds on the basis of the latest scientific findings.

Deutsche Telekom is convinced that mobile communications technology is safe if specific threshold values are complied with. It is supported in this conviction by the assessment of recognised bodies. The basis of Deutsche Telekom's responsible management of mobile communications is its EMF Policy. With this policy, Deutsche Telekom is committing itself to more transparency, information, participation and financial support of independent research on mobile communications, far beyond that which is stipulated by legal

requirements. Deutsche Telekom aims to overcome uncertainty among the general public by pursuing an objective, scientifically well-founded and transparent information policy. Thus, Deutsche Telekom remains committed to maintaining its trust-based, successful communication with local authorities over and above the statutory requirements. This also applies after many years of collaboration with municipalities with regard to building out the mobile network were enshrined in law in 2013; previously, this collaboration was based on voluntary self-commitments by the network operators.

**Deutsche Telekom regularly engages in large-scale programs to reshape the information technology ("IT") and network infrastructure ("NT") to adapt to changing customer needs and organisational and accounting requirements. The implementation of any of these programs may require substantial investments and a failure to effectively plan and monitor them could lead to misallocations of resources and impaired processes with negative consequences for Deutsche Telekom's operations.**

Deutsche Telekom's IT and network resources and infrastructure represents its organisational and technical backbone. This infrastructure is the basis for innovative telecommunications products and services that Deutsche Telekom offers or plans to offer in the future.

Deutsche Telekom implemented comprehensive programs to adapt its IT systems and infrastructure to changing customer needs and its new organisational structure resulting from the consolidation of its fixed-line and mobile networks in Germany.

Deutsche Telekom is replacing the various architectures, access types and services with a standardised architecture.

Due to the enormous complexity of the implementation of this IT initiative, malfunctions, connectivity issues, implementation delays, inadequate planning and management and other unforeseen problems could result in costly process impairments and remediation and possible extended down-times of IT processes. These problems could result in revenue losses and may hamper the attainment of Deutsche Telekom's goals in terms of cost savings and quality improvements.

In addition, one of Deutsche Telekom's most important IT programs deals with the long-term development and implementation of a comprehensive IP platform that will support both fixed-line and mobile telephony services. This means that the traditional platform will be completely replaced by an IP-based system. Upon implementing this joint IP platform, Deutsche Telekom will be subject to risks inherent in all IT systems connected to the Internet, such as hacker attacks, "spam calls" and other disruptions. These risks could lead to a temporary interruption of Deutsche Telekom's IT resources and, as a result, impair the performance of Deutsche Telekom's technical infrastructure.

Future viability of the IT architecture: If Deutsche Telekom is not ready in time to exploit the benefits of technological advances, it will have reason to fear a decline in demand for its services. System failures, security breaches, data protection violations, disruption of operations and unauthorised use or impairment of Deutsche Telekom network and other systems could damage Deutsche Telekom's reputation and adversely impact its financial situation. In the United States, Deutsche Telekom is in the process of implementing a new billing system, which will support a portion of Deutsche Telekom's subscribers, while maintaining its legacy billing system. Any unanticipated difficulties, disruption or significant delays could have adverse operational, financial and reputational effects on its business.

**System failures due to natural or man-made disruptions and loss of data could result in reduced user traffic and reduced revenues and could harm Deutsche Telekom's reputation and results.**

Deutsche Telekom has a complex information/network technology ("IT/NT") infrastructure, which Deutsche Telekom constantly expands and upgrades. Outages in the current and also future technical infrastructure cannot be completely ruled out and could in individual cases result in revenue losses or increased costs. After all, Deutsche Telekom IT/NT resources and structures are the key organisational and technical platform for Deutsche Telekom operations.

Risks could arise in this area relating to all IT/NT systems and products that require Internet access. For instance, faults between newly developed and existing IT/NT systems could cause interruptions to business processes, products and services, such as smartphones and TV services such as Entertain. In order to avoid the risk of failures, e.g., arising from natural disasters or fire, Deutsche Telekom uses technical early warning systems and duplicate IT/NT systems.

T-Mobile US relies upon systems and networks to provide and support services and to protect customer information. Failure of systems, networks and infrastructure may prevent providing reliable service or allow for unauthorised access. Remediation costs could include liability for information loss or repairing infrastructure and systems.

T-Mobile US must invest in changes in technology in order to address current and potential changing customer demands or otherwise may experience a decline in demand for services. T-Mobile US is in the process of implementing a new billing system, which may cause major system or business disruptions or may fail to implement the new billing system in a timely or effective manner.

#### *Data privacy and data security*

Deutsche Telekom's products and services are subject to risks in relation to data privacy and data security, especially in connection with unauthorised access to customer, partner or employee data.

The security and privacy of this data are always Deutsche Telekom's top priority. The General Data Protection Regulation – which introduces more stringent data privacy requirements across the EU – has come into force on 25 May 2018. For Deutsche Telekom, the new regulation has not entailed any fundamental changes, given that new procedures such as the Privacy Impact Assessment – for evaluating and documenting the risks posed by data processing – are already well established in the organisation. Still, Deutsche Telekom used the introduction of the General Data Protection Regulation as an opportunity to thoroughly re-assess data privacy in a three-phase project. In the first phase (2016), Deutsche Telekom specified the legal framework, setting it down in binding interpretations for Deutsche Telekom Group. The second phase was completed in 2017: Deutsche Telekom launched implementation projects in all the European Group companies and evaluated its IT systems and processes in relation to the General Data Protection Regulation. In the third phase (2018), Deutsche Telekom carried out appropriate readiness checks. In this way, Deutsche Telekom has ensured that data privacy is implemented in a consistent manner across the Group using common requirements and processes. That approach has enhanced efficiency, promoted data privacy in Group-wide projects and improved international collaboration.

With regard to IT security, Deutsche Telekom is faced with numerous new challenges. In recent years, the focus has shifted from prevention to analysis. This is where the early warning system comes in: It detects new sources and types of cyber-attack, analyses the behavior of the attackers while maintaining strict data privacy, and identifies new trends in the field of security. Along with the honeypot systems, which simulate weaknesses in IT systems, the early warning system includes alerts and analytical tools for spam mails, viruses, and Trojans. Deutsche Telekom exchanges the information it obtains from all these systems with public and private bodies to detect new attack patterns and develop new protection systems.

Cyber crime and industrial espionage are on the rise, which could harm Deutsche Telekom's reputation and results. In order to create greater transparency and thus be in a stronger position to tackle these threats, Deutsche Telekom is relying more and more on partnerships, e.g., with public and private organisations. By means of the Security by Design principle Deutsche Telekom has made security an integral part of its development process for new products and information systems. In addition, Deutsche Telekom carries out intensive and mandatory digital security tests.

Deutsche Telekom is continually striving to accelerate its growth through IT security solutions. To this end, Deutsche Telekom has combined all its security units within T-Systems. Deutsche Telekom wants to leverage this end-to-end security portfolio to secure market shares and score points with security concepts on the back of megatrends like the Internet of Things and Industry 4.0. Deutsche Telekom is also continuing to expand its partner ecosystem in the area of cyber security.

#### **Shortcomings in Deutsche Telekom's supply and procurement process could negatively affect its product portfolio, revenues and profits.**

As a service provider and an operator and provider of telecommunications and IT products, Deutsche Telekom cooperates with a variety of suppliers of technical components, such as software, hardware, transmission systems, switching systems, outside plant, and terminal equipment.

Supply risks cannot be entirely ruled out. Delivery bottlenecks, price increases, changes in the prevailing economic conditions or suppliers' product strategies may have a negative impact on Deutsche Telekom's business processes and results. Risks may result from the dependence on individual suppliers or from individual vendors' defaulting. Deutsche Telekom employs organisational, contractual, and procurement strategy measures to counteract such risks.

#### **Deutsche Telekom is continuously involved in disputes and litigation with government agencies, competition authorities, competitors and other parties. The ultimate outcome of such legal proceedings is generally uncertain. When finally concluded, they may have a material adverse effect on Deutsche Telekom's results of operations and financial condition.**

Deutsche Telekom is subject to numerous risks relating to legal and regulatory proceedings, in which Deutsche Telekom is currently a party or which could develop in the future. Litigation and regulatory proceedings, including patent infringement lawsuits, are inherently unpredictable. Legal or regulatory

proceedings in which Deutsche Telekom is or comes to be involved (or settlements thereof) may have a material adverse effect on Deutsche Telekom's results of operations or financial condition.

**Liquidity, credit, currency, interest rate risks, rating risks and tax risks have had, and may continue to have, an adverse effect on Deutsche Telekom's revenue and cost development.**

With regard to its assets, liabilities and planned transactions, Deutsche Telekom Group is particularly exposed to liquidity risks, credit risks, and the risk of changes in exchange and interest rates. Deutsche Telekom's financial risk management aims to contain these risks through ongoing operational and finance activities.

To ensure the Group's and Deutsche Telekom AG's solvency and financial flexibility at all times, Deutsche Telekom maintains a liquidity reserve in the form of credit lines and cash as part of its liquidity management. This liquidity reserve is to cover the capital market maturities of the next 24 months at any time. For medium- to long-term financing, Deutsche Telekom primarily use bonds issued in a variety of currencies and jurisdictions.

Through Deutsche Telekom's operating business and certain financing activities, Deutsche Telekom is exposed to a credit risk, i.e., the risk that a counterparty will not fulfill its contractual obligations. As a rule, Deutsche Telekom only concludes transactions with regard to financing activities with counterparties that have at least a credit rating of BBB+/Baa1; this is connected with an operational credit management system.

Deutsche Telekom is exposed to currency risks from its investing, financing, and operating activities. Risks from foreign currency fluctuations are hedged if they affect the Group's cash flows (i.e., if the cash flow is not denominated in the functional currency of the respective Group company). Foreign-currency risks that do not influence the Group's cash flows (i.e., the risks resulting from the translation of statements of assets and liabilities of foreign operations into the Group's reporting currency) are generally not hedged, however. Deutsche Telekom may nevertheless also hedge this foreign-currency risk under certain circumstances.

Deutsche Telekom's interest rate risks mainly result from interest-bearing liabilities and exist primarily in the euro zone and the United States. To minimise the effects of interest rate fluctuations in these regions, Deutsche Telekom manages the interest rate risk for net debt denominated in euros and U.S. dollars separately. Once a year, the Board of Management stipulates the desired mix of fixed- and variable-interest net debt for a planning period of at least three years. Taking account of the Group's existing and planned debt structure treasury uses interest rate derivatives to adjust the interest structure for the net debt of the composition specified by the Board of Management.

In many countries, Deutsche Telekom is subject to the applicable legal tax provisions. Risks can arise from changes in local taxation laws or case law and different interpretations of existing provisions. As a result, they can affect on Deutsche Telekom tax expense and benefit as well as tax receivables and liabilities.

Deutsche Telekom's credit rating with Moody's is Baa1 with negative outlook. Fitch has assigned a rating of BBB+ with stable outlook while Standard & Poor's rates Deutsche Telekom BBB+ with CreditWatch negative. A lower rating would result in interest rate rises for some of the bonds issued.

S&P will likely lower the issuer credit rating on Deutsche Telekom AG by one notch upon completion of the announced merger between T-Mobile US and Sprint.

As of 31 March 2019, the Federal Republic and *Kreditanstalt für Wiederaufbau* ("KfW") jointly held approximately 31.9 per cent. in Deutsche Telekom AG. It is possible that the Federal Republic will continue its policy of privatisation and sell further equity interests in a manner designed not to disrupt the capital markets and with the involvement of KfW. There is a risk that the sale of a significant volume of Deutsche Telekom AG shares by the Federal Republic or KfW, or any speculation to this effect, could have a negative impact on the price of the T-Share.

**Developments in the telecommunications sector have resulted, and may in the future result, in substantial write-downs of the carrying value of certain of Deutsche Telekom's assets.**

The value of the assets of Deutsche Telekom AG and its subsidiaries is reviewed periodically. In addition to the regular annual measurements, specific impairment tests may be carried out, for example where changes in the economic, regulatory, business or political environment suggest that the value of goodwill, intangible assets or property, plant and equipment, investments accounted for using the equity method, or other financial assets might have decreased. These tests may lead to the recognition of impairment losses that do not, however, result in cash outflows. This could impact to a considerable extent on Deutsche Telekom's results, which in turn may negatively affect the T-Share price.

**Potential breaches of compliance requirements (including data protection) or the identification of material weaknesses in Deutsche Telekom's internal control over financial reporting may have an**

**adverse impact on Deutsche Telekom's corporate reputation, financial condition and the trading price of its securities.**

In general, compliance requirements (including data protection) for publicly-traded companies and, in particular, the investigation of potential breaches and corporate misconduct are increasing and leading to major financial implications for the companies concerned. At the same time, the legal framework governing the monitoring of companies is becoming more comprehensive, which increases the liability risks for executive bodies and associated costs.

Although Deutsche Telekom has established a compliance organisation, the global and diverse nature of Deutsche Telekom's operations means that these risks and their related consequences will continue to exist. Although Deutsche Telekom intends to take prompt measures to remediate any identified shortcomings in its internal controls over financial reporting, activities of this kind may involve significant effort and expense, and disclosure of any failures, material weakness or other conditions, may result in a deterioration of Deutsche Telekom's corporate image and negative market reactions.

**An unforeseeable negative media report on products and services or corporate activities and responsibilities of Deutsche Telekom Group can have a huge impact on the reputation, the standing and the brand image of Deutsche Telekom Group.**

An unforeseeable negative media report on products and services or corporate activities and responsibilities of Deutsche Telekom can have a huge impact on the reputation of the Company, the standing and the brand image. Social networks have made it possible that such information and opinions can spread much more quickly and extensively than they could just a few years ago.

Ultimately, negative reports can impact on revenue and brand value. Deutsche Telekom engages in a constant, intensive and constructive dialog, in particular with Deutsche Telekom's customers, the media, and the financial world. Deutsche Telekom tries to take a balanced view of the interests of all stakeholders and thereby uphold Deutsche Telekom's reputation as a reliable partner.

## Risk Factors regarding Deutsche Telekom International Finance B.V.

The risk related to Deutsche Telekom International Finance B.V.'s ability to fulfill its obligations as Issuer of debt securities is described by reference to the ratings assigned to Finance and its respective debt. Finance and its respective debt is rated by Fitch Ratings CIS Limited ("**Fitch**")<sup>1,2</sup>, Moody's Investors Service España SA ("**Moody's**")<sup>3,33</sup> and by S&P Global Ratings Europe Limited ("**S&P**")<sup>4,33</sup> together with Fitch and Moody's, the "**Rating Agencies**".

As of the publication date of the Prospectus, the ratings assigned to Finance or its debt securities by the Rating Agencies were as follows:

by Fitch: Senior unsecured debt: BBB+<sup>5</sup> / stable  
short-term rating: F2<sup>36</sup>

Fitch defines<sup>a</sup>:

BBB: "BBB" ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.

F2: Indicates satisfactory capacity for timely payment of financial commitments.

by Moody's: Senior unsecured debt: Baa1<sup>36</sup> / negative

Moody's defines<sup>b</sup>:

Baa1: Obligations rated Baa are subject to moderate credit risks. They are considered medium-grade and as such may possess certain speculative characteristics.

by S&P: long-term rating: BBB+<sup>36</sup> / CreditWatch negative  
short-term rating: A-2<sup>36</sup>

S&P defines<sup>c</sup>:

BBB+: An obligation rated "BBB" exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

A-2: A short-term obligation rated "A-2" is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is satisfactory.

<sup>a</sup> Note: "+" or "-" may be appended to a rating to denote the relative status within major rating categories. Such suffixes are not added to the "AAA" category or to categories below "CCC".

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<sup>1</sup> Fitch is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**").

<sup>2</sup> The European Securities and Markets Authority publishes on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

<sup>3</sup> Moody's is established in the European Community and is registered under the CRA Regulation.

<sup>4</sup> S&P is established in the European Community and is registered under the CRA Regulation.

<sup>5</sup> A credit rating assesses the creditworthiness of an entity and informs an investor therefore about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

- <sup>b</sup> Note: Moody's appends numerical modifiers 1, 2 and 3 to each generic rating classification from Aa to Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.
- <sup>c</sup> Note: Plus (+) or minus (-): The ratings from "AA" to "CCC" may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.

Payment of principal of and interest on notes issued by Finance are guaranteed by Deutsche Telekom AG. Therefore the risks in respect of Finance substantially correspond with the ones of Deutsche Telekom AG.

### ***Dutch tax risks related to the new government's approach on tax avoidance and tax evasion***

On 10 October 2017, the new Dutch government released its coalition agreement (*Regeerakkoord*) 2017-2021, which includes, among others, certain policy intentions for tax reform. The Dutch government released its Tax Plan 2019 (*Pakket Belastingplan 2019*) as part of Budget Day 2018 on 18 September 2018 and made certain amendments to the Tax Plan 2019 in memoranda of amendments published on 26 October 2018, which include, among others, certain legislative proposals based on the policy intentions as mentioned in the coalition agreement and letter on tax avoidance and tax evasion. Two policy intentions in particular may become relevant within the context of the Dutch tax treatment of Finance, the Notes, and/or payments in respect of the Notes.

The first policy intention relates to the introduction of a withholding tax on interest paid to creditors in low tax jurisdictions or non-cooperative jurisdictions as of 2021. A legislative proposal introducing a similar conditional withholding tax on dividends (which has been postponed) and the supporting parliamentary documents thereto mention that, like the conditional dividend withholding tax, this interest withholding tax would apply to certain payments made by a Dutch entity directly or indirectly to a group or related entity (acting as group with others) in a low tax or non-cooperative jurisdiction. However, it cannot be ruled out that it will have a wider application and, as such, it could potentially be applicable to payments in respect of the Notes. A legislative proposal introducing the conditional withholding tax on interest is still expected to be published in 2019.

The second policy intention relates to the introduction of a thin capitalisation rule for banks and insurers as of 2020 for which a draft legislative proposal has been published subject to public consultation. Based on the draft legislative proposal, the thin capitalisation rule would limit the deduction of interest payments on debt instruments if, in broad terms, the leverage ratio of a bank, or the own funds ratio of an insurer, is less than 8 per cent. The draft legislative proposal suggests that this thin capitalisation rule will apply solely to banks and insurers with a license or notification of the Dutch Central Bank to operate as such in The Netherlands.

Many aspects of these policy intentions remain unclear. However, if the policy intention relating to the introduction of a conditional withholding tax on interest is implemented, it may have an adverse effect on Finance and its financial position; if Finance will be required to pay additional amounts under the Notes it may redeem the Notes pursuant to its option under Condition 6(2) (*Early Redemption for Reasons of Taxation*).

### **Changes resulting from the EU Anti-Tax Avoidance Directive**

As part of its anti-tax avoidance package the EU Council adopted the Anti-Tax Avoidance Directive on 12 July 2016 in Council Directive (EU) 2016/1164 ("**ATAD 1**"). ATAD 1 must be implemented by each EU Member State as of 1 January 2019. On 29 May 2017 additional measures were introduced in Council Directive (EU) 2017/952 to neutralize the effects of hybrid mismatches with third countries ("**ATAD 2**"). The measures introduced in ATAD 2 must be implemented ultimately by 1 January 2020 and 1 January 2022 (to the extent relating to reverse hybrid mismatches).

The exact scope of these two measures, and impact on the Finance's tax position, will depend on the implementation of the measures in the relevant EU Member State, but such measures could have a material adverse effect on the Finance. The measures in ATAD 1 and ATAD 2 are minimum standards and, therefore, it is at the discretion of each EU Member State to implement measures in domestic law that go beyond the measures proposed in ATAD 1 and ATAD 2.

In relation to ATAD 1, the Dutch government has currently implemented this rule into Dutch laws as a result of which as of 1 January 2019 ATAD 1 came into force in the Netherlands. Given that the Issuer's business principally consists of financing the Group and under ATAD 1 the deduction of net borrowing costs will be limited to 30% of a taxpayer's adjusted EBITDA (to which a €1.0 million threshold applies), Finance does not

expect that ATAD 1 may have an adverse effect on the Issuer and its financial position in the Netherlands.

In relation to ATAD 2, on 29 October 2018 the Dutch government published a draft legislative proposal as part of a public consultation ended on 10 December 2018. A legislative proposal implementing ATAD 2 is expected in 2019. However, in the absence of final implementing legislation (other than this draft legislative proposal which was subject to public consultation), the actual scope and implications of ATAD 2 are presently unascertainable.



## **Risk Factors regarding the Notes**

***The following is a disclosure of risk factors that are material to the Notes issued under the Programme in order to assess the market risk associated with these Notes. Prospective investors should consider these risk factors before deciding to purchase Notes issued under the Programme.***

### **Notes may not be a suitable investment for all investors**

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

### **Liquidity Risk**

Application has been made to list Notes to be issued under the Programme on the official list of and to admit such Notes to trading on the Regulated Market of the Luxembourg Stock Exchange. In addition, the Programme provides that Notes may not be listed at all. Regardless of whether the Notes are listed or not, there can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity than if they were not listed. If the Notes are not listed on any exchange, pricing information for such Notes may, however, be more difficult to obtain which may affect the liquidity of the Notes adversely. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

### **Market Price Risk**

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policy of central banks, overall economic developments, inflation rates or the lack of or excess demand for the relevant type of Note. The holder of a Note is therefore exposed to the risk of an unfavourable development of market prices of its Note which materialises if the holder sells the Notes prior to the final maturity of such Notes.

### **Currency Risk**

A holder of a Note denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks.

A change in the value of any currency other than euro against the euro, for example, will result in a corresponding change in the euro value of a Note denominated in a currency other than euro and the euro value of interest and principal payments made in accordance with the terms of such Note. If the underlying exchange rate falls and the value of the euro correspondingly rises, the price of the Note and the value of interest payments made thereunder expressed in euro falls.

### **Risk of Early Redemption**

The applicable Final Terms will indicate whether an Issuer may have the right to call the Notes prior to maturity (optional call right) on one or several dates determined beforehand or whether the Notes will be subject to early redemption upon the occurrence of an event specified in the applicable Final Terms (early redemption event). In addition, each Issuer will always have the right to redeem the Notes if the relevant Issuer is required to pay additional amounts (gross-up payments) on the Notes for reasons of taxation as set out in the Terms and Conditions. If the relevant Issuer redeems the Notes prior to maturity or the Notes are

subject to early redemption due to an early redemption event, a holder of such Notes is exposed to the risk that due to such early redemption his investment will have a lower than expected yield. The Issuer can be expected to exercise his optional call right if the yield on comparable Notes in the capital market has fallen which means that the investor may only be able to reinvest the redemption proceeds in comparable Notes with a lower yield. On the other hand, the Issuer can be expected not to exercise his optional call right if the yield on comparable Notes in the capital market has increased. In this event an investor will not be able to reinvest the redemption proceeds in comparable Notes with a higher yield. It should be noted, however, that the relevant Issuer may exercise any optional call right irrespective of market interest rates on a call date.

### **Fixed Rate Notes**

A holder of a Fixed Rate Note is exposed to the risk that the price of such Note falls as a result of changes in the market interest rate. While the nominal interest rate of a Fixed Rate Note as specified in the applicable Final Terms is fixed during the life of such Note, the current interest rate on the capital market ("**market interest rate**") typically changes on a daily basis. As the market interest rate changes, the price of a Fixed Rate Note also changes, but in the opposite direction. If the market interest rate increases, the price of a Fixed Rate Note typically falls, until the yield of such Note is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of a Fixed Rate Note typically increases, until the yield of such Note is approximately equal to the market interest rate of comparable issues. If the holder of a Fixed Rate Note holds such Note until maturity, changes in the market interest rate for comparable issuers are without relevance to such holder as the Note will be redeemed at the principal amount of such Note.

### **Floating Rate Notes**

A holder of a Floating Rate Note is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the profitability of Floating Rate Notes in advance.

A Floating Rate Note may include caps or floors. In such case, their market value may be more volatile than those for Floating Rate Notes that do not include these features. The effect of a cap is that the amount of interest will never rise above and beyond the predetermined cap, so that the holder will not be able to benefit from any actual favourable development beyond the cap. The yield could therefore be considerably lower than that of similar Floating Rate Notes without a cap.

Neither the current nor the historical value of the relevant floating rate should be taken as an indication of the future development of such floating rate during the term of any Notes.

### **Specific risks linked to EURIBOR or LIBOR**

The interest rates of Floating Rate Notes are linked to reference rates such as the Euro Interbank Offered Rate ("**EURIBOR**") or the London Interbank Offered Rate ("**LIBOR**") which are deemed to be "**benchmarks**" (each a "**Benchmark**" and together, the "**Benchmarks**") and which are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause the relevant Benchmarks to perform differently than in the past, or have other consequences which cannot be predicted.

Key international proposals for reform of Benchmarks include (i) IOSCO's Principles for Oil Price Reporting Agencies (October 2012) and Principles for Financial Benchmarks (July 2013), (ii) ESMA-EBA's Principles for the benchmark-setting process (June 2013), and (iii) the Benchmark Regulation EU 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**"). In addition to the aforementioned reforms, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of such potential reforms, the manner of administration of Benchmarks may change, with the result that they perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be consequences which cannot be predicted. Any changes to a Benchmark as a result of the Benchmark Regulation or other initiatives could have a material adverse effect on the costs of obtaining exposure to a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks. For example, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR Benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Although it is uncertain whether or to what extent any of the above-mentioned changes and/or any further

changes in the administration or method for determining a Benchmark could have an effect on the value of any Notes whose interest is linked to the relevant Benchmark, investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under Notes whose rate of interest is linked to a Benchmark.

### **Resolutions of Holders**

If the Terms and Conditions provide for meetings of Holders or the taking of votes without a meeting, a Holder is subject to the risk of being outvoted by a majority resolution of the Holders. As such majority resolution is binding on all Holders, certain rights of such Holder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

### **Holdings' Representative**

If the Terms and Conditions provide for the appointment of a Holdings' Representative, either in the Terms and Conditions or by a majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Holdings' Representative who is then exclusively responsible to claim and enforce the rights of all the Holders.

## Deutsche Telekom AG as Issuer and Guarantor

### STATUTORY AUDITORS

The statutory auditor of Deutsche Telekom AG for the financial year ended on 31 December 2018 and the financial year ended on 31 December 2017 was PricewaterhouseCoopers GmbH Wirtschaftsprüfungsgesellschaft ("**PwC**"), Friedrich-Ebert-Anlage 35-37, 60327 Frankfurt am Main, Germany. PwC is a member of the chamber of public accountants (*Wirtschaftsprüferkammer*).

### GENERAL INFORMATION ABOUT DEUTSCHE TELEKOM

#### Introduction

The legal and commercial name of the Company is Deutsche Telekom AG. Deutsche Telekom AG is a private stock corporation organised under German law registered with the local court (*Amtsgericht*) of Bonn under the number HRB 6794 in the country of incorporation, the Federal Republic of Germany. The registered office is located at Friedrich-Ebert-Allee 140, 53113 Bonn, Federal Republic of Germany, and its telephone number is +49 (228) 181-0. Deutsche Telekom AG's Legal Entity Identifier (LEI) is 549300V9QSIG4WX4GJ96.

#### Corporate Purpose

According to Article 2 of the Articles of Association (*Satzung*) of Deutsche Telekom AG its object is activity in all areas of telecommunications, information technology, multimedia, information and entertainment, security services, sales and brokerage services, e-banking, e-money, collection, factoring and reception and surveillance services as well as any services connected with these areas, and also in related areas in Germany and abroad. Deutsche Telekom AG is entitled to enter into all other transactions and take all other measures deemed appropriate to serve this object. It may also set up, acquire and participate in other undertakings of the same or similar kind in Germany and abroad, as well as run such undertakings or confine itself to the administration of its participation. It may spin off its operations wholly or partly to affiliated undertakings, provided that applicable legal requirements, such as requisite shareholder resolutions, are satisfied.

#### Historical Background

Deutsche Telekom is an integrated telecommunications provider offering its customers around the world a comprehensive portfolio of state-of-the-art services in the areas of telecommunications and IT. The provision of public telecommunications services in Germany was long a state monopoly, as formerly provided in the constitution of Germany. In 1989, Germany began to transform the postal, telephone and telegraph services, administered by the former monopoly provider of such services into market-oriented businesses, and ordered the former monopoly into three distinct entities along their lines of business, one of which was Deutsche Telekom's predecessor Deutsche Bundespost Telekom. At the same time, Germany also began the liberalisation of the German telecommunications market. Deutsche Telekom was transformed into a private stock corporation effective 1 January 1995. The operation of networks (including cable networks) for all telecommunications services, other than public fixed-line voice telephony, was opened to competition in Germany on 1 August 1996 when the new legal framework for the regulation of the telecommunications sector in Germany, the Telecommunications Act, became effective. As required by the Telecommunications Act and mandated by the directives of the E.U. Commission, the telecommunications sector in Germany was further liberalised on 1 January 1998 through the opening of the public fixed-line voice telephony services to competition. Since then, Deutsche Telekom has faced intense competition and has been required, among other things, to offer competitors access to its fixed-line network at regulated interconnection rates.

### DESCRIPTION OF BUSINESS

#### Group Organisation

##### *Overview of Business Activities*

Deutsche Telekom is an integrated telecommunications company with around 178 million mobile customers, 28 million fixed-network and 20 million broadband lines. Deutsche Telekom provides fixed-network/broadband, mobile, Internet, and Internet-based TV products and services for consumers and ICT solutions for business customers and corporate customers. Deutsche Telekom has an international focus and is represented in more than 50 countries. In the 2018 financial year, Deutsche Telekom generated revenue of EUR 75.7 billion, around 68 per cent. of it outside Germany. Overall, Deutsche Telekom employs around 215,675 people (31 December 2018).

The fixed-network business includes all voice and data communications activities based on fixed-network and broadband technology. This includes the sale of terminal equipment and other hardware, as well as the sale of services to resellers.

The mobile communications business offers mobile voice and data services to consumers and business customers; in addition, Deutsche Telekom sells mobile devices and other hardware. Deutsche Telekom also sells mobile services to resellers and to companies that buy network services and market them to third parties (mobile virtual network operators, or MVNOs).

Deutsche Telekom is divided into five operating segments: Germany, United States, Europe, Systems Solutions and Group Development.

The **Germany** operating segment comprises all fixed-network and mobile activities for consumers and business customers in Germany. In addition, it provides wholesale telecommunications services for the Group's other operating segments.

The **United States** operating segment combines all mobile activities in the U.S. market.

The **Europe** operating segment comprises all fixed-network and mobile operations of the national companies in Greece, Romania, Hungary, Poland, the Czech Republic, Croatia, Slovakia, Austria, Albania, Macedonia, and Montenegro.

In addition to consumer business, most of Deutsche Telekom's national companies also offer ICT solutions for business customers. International Carrier Sales & Solutions (ICSS) is also part of the Europe operating segment. ICSS primarily sells wholesale telecommunications services to the other operating segments of the Group as well as to third parties.

The **Systems Solutions** operating segment offers business customers a portfolio of integrated products and solutions. With offerings for fixed and mobile communications, IT infrastructure, digitalization, and security, in addition to global partnerships, it helps customers to implement digital business models.

The **Group Development** operating segment comprises the entities T-Mobile Netherlands and Deutsche Funkturm ("**DFMG**") and the equity investment in Ströer SE & Co. KGaA. Deutsche Telekom plans to actively manage these entities and investments, with the aim of giving them the level of entrepreneurial freedom they need and thus promoting their strategic further development. Deutsche Telekom Capital Partners and the Group functions of Mergers & Acquisitions and Strategic Portfolio Management have also been assigned to Group Development. The financial stake in BT was transferred to the Group's own trust company, Deutsche Telekom Trust e.V., in March 2018 as capital funding to cover Deutsche Telekom's future pension obligations.

**Group Headquarters & Group Services** comprises all Group units that cannot be allocated directly to one of the operating segments. The segment also reports on the new Technology and Innovation Board department. As the organization that sets the direction and provides momentum, it defines strategic aims for the Group, ensures they are met, and becomes directly involved in selected Group projects. Group Services provides services to the entire Group; in addition to typical services such as financial accounting, human resources services, and operational procurement, Group Services also includes agency services, which are provided by the personnel service provider, Vivento. On the one hand, it is in charge of securing external employment opportunities for employees, mainly civil servants, predominantly in the public sector. On the other, Vivento also seeks to strategically place them internally, with the aim of retaining professional expertise within the Group, so as to reduce the use of external staff. Further units are Group Supply Services (GSUS) for the real estate management and the strategic procurement, and MobilitySolutions, which is a full-service provider for fleet management and mobility services.

The Technology and Innovation Board department unites the cross-segment network, innovation, and IT activities of the Germany, Europe and Systems Solutions operating segments. These include Deutsche Telekom IT, which focuses on the Group's internal national IT projects, and the central innovation unit, Product Innovation and Customer Experience ("**PI**C"), which works closely with the operating segments to develop new business areas and create products by focusing on the product and customer experience. Additional units are Network Infrastructure ("**NWI**"), Strategy & Technology Innovation ("**S&TI**"), and Pan-Net. NWI manages and operates a global network to offer voice and data communication services to wholesale customers. S&TI ensures efficient and customized research and provision of technologies, platforms, and services for mobile and fixed-network communications. Pan-Net is responsible for the shared pan-European network and for developing and providing services for the European national companies.

## **CORPORATE TRANSACTIONS**

The agreement signed by T-Mobile US on 9 November 2017 to acquire 100 per cent. of the shares in online TV provider Layer3 TV, Inc. was consummated on 22 January 2018. The consideration paid at the acquisition date amounts to EUR 0.3 billion in cash.

In March 2018, Deutsche Telekom exercised its right of first refusal as invited by the Greek privatization authority Hellenic Republic Asset Development Fund (HRADF) and acquired a 5 per cent. stake in the Greek subsidiary OTE. The transaction was completed in May 2018 through the acquisition of additional shares in the amount of EUR 0.3 billion. As a result, Deutsche Telekom holds around 45 per cent. in the company's shares.

In December 2017, T-Mobile Austria agreed to acquire Austria's cable operator, UPC Austria. The European Commission approved the deal on 9 July 2018 and the transaction was consummated on 31 July 2018. A purchase price of EUR 1.8 billion was paid in cash. In line with the strategy, this acquisition will allow Deutsche Telekom to offer convergent product bundles to the customers on the European market.

Together with their respective majority shareholders Deutsche Telekom AG and Softbank K.K., T-Mobile US and Sprint Corp. concluded a binding agreement in April 2018 to combine their companies. The new company will have a customer base of around 127 million. Under the agreement, T-Mobile US will acquire all of the shares in Sprint. On completion of the transaction, Deutsche Telekom will hold around 42 per cent. of T-Mobile US' shares and Softbank around 27 per cent., while the free float will account for about 31 per cent. Due to the voting-rights agreement with Softbank, and to the fact that Deutsche Telekom has the right to appoint the majority of the members of the Board of Directors, T-Mobile US will continue to be included as a fully consolidated subsidiary in the consolidated financial statements. The agreement is subject to approval by the authorities as well as other closing conditions.

On 27 November 2018, the European Commission approved the acquisition of Tele2 Netherlands by T-Mobile Netherlands and the transaction was consummated on 2 January 2019. This transaction is part of the long-term strategy of Deutsche Telekom and will establish a stronger, more sustainable provider of convergent fixed-network and mobile services on the Dutch market. Tele2 Group receives a purchase price in the form of a 25 per cent. stake in T-Mobile Netherlands and a cash component of some EUR 190 million taking any retrospective adjustments to the purchase price into account.

### **SETTLEMENT IN THE TOLL COLLECT ARBITRATION PROCEEDINGS**

Together with Daimler Financial Services AG, Deutsche Telekom reached an agreement with the Federal Republic of Germany in May 2018 to end the toll collection arbitration proceedings. This agreement puts an end to a lengthy legal dispute regarding the implementation of heavy truck road tolls in Germany. The agreed settlement amount of around EUR 3.2 billion includes services previously provided to the Federal Republic of Germany. Daimler Financial Services AG and Deutsche Telekom have both agreed to make final payments of EUR 550 million each. The payments will be made in three tranches by 2020; the first tranche has already been paid.

### **T-MOBILE US SHARE BUY-BACK PROGRAM**

In April 2018, T-Mobile US' Board of Directors authorized an increase in the total share buy-back program to up to USD 9.0 billion, consisting of the USD 1.5 billion in repurchases already executed and for up to an additional USD 7.5 billion of T-Mobile US common stock until the end of 2020. This Board resolution applies in the event that the business combination of Sprint and T-Mobile US does not materialize.

### **INCREASE IN EXTERNAL CAPITAL FUNDING FOR COMPANY PENSIONS**

Going forward, pension payments are to be covered to a greater extent by Deutsche Telekom's own assets. To achieve this, in March 2018 the 12 per cent. financial stake in the BT Group was transferred to the Group's own trust, Deutsche Telekom Trust e.V., roughly doubling the level of external capital funding. This capital may only be used for pension payments. BT continues to be an integral part of Deutsche Telekom's strategic orientation.

### **INVESTMENTS IN NETWORKS**

In 2018 spectrum was awarded to several subsidiaries of Deutsche Telekom for a total amount of approximately EUR 0.3 billion, mainly to T-Mobile US.

In early 2019 a spectrum auction was held in Austria and T-Mobile Austria bought spectrum for a total of EUR 57 million.

In Germany the spectrum auction for the 2.1 GHz and 3.4 – 3.7 GHz bands has started on 19 March 2019 and is expected to end during the course of April 2019.

In 2019 Deutsche Telekom expects further spectrum awards, such as auctions as well as licence extensions in Czech Republic, Croatia, Greece, Hungary, USA and others.

By 2025, Deutsche Telekom plans to cover 99 per cent. of the population nationwide and 90 per cent. of the country with 5G. Deutsche Telekom intends to invest an additional EUR 20 billion in Germany in the three years through 2021. With over 500,000 kilometers of cable now laid, the fiber-optic network forms the basis for high-performance fixed and mobile infrastructure of Deutsche Telekom. It currently serves 26 million households with surfing speeds of up to 100 Mbit/s and more over the fixed network. Following the market launch of supervectoring in August 2018, maximum speeds of up to 250 Mbit/s became available to 6 million households. As of the end of 2018, some 14 million households were benefiting from such transmission rates. The aim of Deutsche Telekom is to offer speeds of up to 250 Mbit/s to 28 million households in 2019.

The nationwide build-out of FTTH is gathering speed. Deutsche Telekom started the fourth wave of the nationwide rollout of optical fiber to business parks. Almost 45,000 businesses located at 106 business parks in over 70 municipalities are already benefiting from bandwidths of up to 100 Gbit/s. The aim is to connect a total of 3,000 business parks across Germany to the fiber-optic network by the end of 2022. In addition, Deutsche Telekom is already planning or preparing to implement further large-scale fiber-optic projects at the national companies in Europe, such as FTTH coverage of up to one million households and businesses in Greece and a comprehensive FTTH project in the Czech Republic.

Deutsche Telekom installed 1,300 new cell sites in 2018, bringing the total number of sites in Germany to around 29,000. More than 2,000 new sites will be added over the next few years. The high-speed LTE network of Deutsche Telekom covers 97.8 per cent. of the population. This percentage is set to increase to 98 per cent. by the end of 2019. More than 80 per cent. of the cell sites of Deutsche Telekom are already connected with optical fiber. They are also equipped with Single RAN technology and thus ready for the fifth-generation mobile standard, 5G.

Under an agreement signed in July 2018, T-Mobile Polska will gain access to Orange's fiber-optic infrastructure and will use it to provide services based on data transmissions in non-regulated areas. The contract will guarantee T-Mobile Polska access to 1.7 million households. Together with the partner's plans to invest in the deregulated area by the end of 2020 and in the fiber-optic network in regulated areas, this will enable T-Mobile Polska to potentially reach over 4 million households. T-Mobile Polska aims to provide initial individual customers, and small and medium-sized enterprises with the full range of fixed-network services based on fiber-optic infrastructure in the first quarter of 2019 at the latest. The agreement is to run for up to 20 years. In addition to the agreement with Orange, T-Mobile Polska signed another wholesale FTTH agreement with network operator Nexera, covering more than 450 thousand further households, which will be connected by the end of 2020.

### **Major Regulatory Decisions**

The business activities of Deutsche Telekom are largely subject to national and European regulation, which is associated with extensive powers to intervene in its product design and pricing. Deutsche Telekom was again subject to extensive regulation in its mobile and fixed-network businesses in 2018. The focus was primarily on the regulation of services for wholesale customers and the corresponding charges as well as the award of mobile spectrum.

### **REGULATION**

Supreme Administrative Court ruling in Deutsche Telekom's favor provides legal certainty for rolling out VDSL in the direct vicinity of local exchanges. Competitors had appealed against the Federal Network Agency's decision of September 2016 to green-light the deployment of vectoring. In September 2018, the Supreme Administrative Court upheld the Agency's decision, simultaneously establishing legal certainty regarding the VDSL rollout.

On 15 December 2017, the Federal Network Agency prohibited elements of the MagentaMobil StreamOn add-on option. According to the Federal Network Agency, two aspects of this option breached the EU Regulations on net neutrality and roaming. The ruling stipulates that Deutsche Telekom must transmit all StreamOn data traffic at the maximum available bandwidth and that this also cannot be deducted from the included data volume contingent when roaming within the EU. However, Deutsche Telekom believes that its service complies with EU law. Deutsche Telekom continues to seek a preliminary injunction against the Agency's decision with the Münster Higher Administrative Court.

On 8 March 2018, Deutsche Telekom received the Federal Network Agency's final decision on its rate application dated 21 September 2017. The application relates to the rates Deutsche Telekom can charge to wholesale customers for access to its broadband lines for "layer 2 bitstream access." In its final decision, the Federal Network Agency confirmed its preliminary decision from December 2017 and largely approved the majority at the current levels. Deutsche Telekom had requested an increase in the monthly rate as part of

contingent models. As per the preliminary decision, this application was not approved in the final decision. On 18 September 2018, the Agency published a draft consultation on bitstream charges for supervectoring, which is used to make download bandwidths of up to 250 Mbit/s available. The approved charges are higher than the charges for slower speeds and were adopted unchanged in the final decision on 18 December 2018. The Agency thus consistently acknowledges investments in higher bandwidths.

On 17 December 2018, the Agency provisionally approved the fixed-network interconnection rates. The charges for fixed-network termination were reduced by 20 per cent. from EUR 0.10/min. to EUR 0.08/min. and for call origination by around 43 per cent. from EUR 0.23/min. to EUR 0.13/min. These rates were approved through 30 December 2020 in the draft ruling. The draft approval of the final rates is now the subject of a national consultation process, to be followed by consultation on a European level. The final rates approval is expected mid-2019.

## DEVELOPMENT OF DEUTSCHE TELEKOM'S BUSINESS

Potential Investors should read the following discussion in conjunction with Deutsche Telekom's annual consolidated financial statements for the years ended 31 December 2018 and 31 December 2017, including the notes to those consolidated financial statements, which are incorporated by reference into this Prospectus. Deutsche Telekom's consolidated financial statements prepared in accordance with IFRS are dependent upon and sensitive to accounting methods, assumptions and estimates that Deutsche Telekom uses as bases for the preparation of its consolidated financial statements. The strategies and expectations referred to in the following discussions are considered forward-looking statements and may be strongly influenced or changed by shifts in market conditions, new initiatives Deutsche Telekom implements and other factors. Deutsche Telekom cannot provide assurance that the strategies and expectations referred to in these discussions will come to fruition.

The sections DEVELOPMENT OF DEUTSCHE TELEKOM'S BUSINESS and FINANCIAL INFORMATION CONCERNING DEUTSCHE TELEKOM'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES contain so-called alternative performance measures, such as EBITDA, EBITDA margin, special factors, Free Cash Flow, Cash Capex and Net debt. For further information also see section ALTERNATIVE PERFORMANCE MEASURES ("**APM**").

### Consolidated Income Statement of Deutsche Telekom

The following table presents information concerning Deutsche Telekom's consolidated income statements for the periods indicated.

millions of EUR		
	2018	2017
<b>NET REVENUE</b>	75,656	74,947
<b>PROFIT (LOSS) FROM OPERATIONS (EBIT)</b>	8,001	9,383
<b>PROFIT (LOSS) FROM FINANCIAL ACTIVITIES</b>	(2,848)	(4,390)
<b>PROFIT (LOSS) BEFORE INCOME TAXES</b>	5,153	4,994
<b>PROFIT (LOSS)</b>	3,329	5,551
<b>PROFIT (LOSS) ATTRIBUTABLE TO</b>		
Owners of the parent (net profit (loss))	2,166	3,461
Non-controlling interests	1,163	2,090

## Results of Operations of the Group

### Net Revenue

In 2018, Deutsche Telekom generated net revenue of EUR 75.7 billion, which was 0.9 per cent. or EUR 0.7 billion up compared to 2017. Adjusted for negative net exchange rate effects of EUR 1.6 billion, and for slightly positive effects of changes in the composition of the Group, revenue increased by EUR 2.3 billion or 3.1 per cent.

The United States operating segment in particular contributed to the positive revenue trend with an increase



of 2.2 per cent. – or, adjusted for exchange rate effects, of a substantial 6.8 per cent. This increase was due primarily to higher service revenues from the rise in the average branded customer base, triggered in particular by the continued growth in existing and greenfield markets, the growing success in new customer segments, along with lower customer churn. In the German home market, revenue declined by 1.1 per cent. in 2018 compared with 2017. Adjusted for the effects of IFRS 15, revenue was at a comparable level compared with 2017, with revenue from mobile business rising year-on-year. Higher IT and broadband revenues almost compensated for the decrease in fixed-network revenue. In the Europe operating segment, revenue was up by 2.6 per cent. in 2018 compared with 2017; adjusted for exchange rate effects and without the inclusion of UPC Austria as of 31 July 2018, it increased by 1.5 per cent. Revenues in business customer operations and in mobile business had a positive effect. Fixed-network revenue also increased slightly in 2018 compared with 2017, mainly due to the positive revenue effect from TV and broadband business. These increases were partially offset by a decline in wholesale business. In the Systems Solutions operating segment, revenue remained on a par in 2018 compared with 2017. Revenues developed positively in Deutsche Telekom's growth business, while declining as expected in Deutsche Telekom's traditional IT business, notably in the international corporate customer business and due to the general market contraction in the core market of Western Europe, as well as to deliberate portfolio decisions. Revenue generated by the Group Development operating segment decreased by 3.4 per cent. in 2018 compared with 2017, a decline attributable in part to forgone revenue following the deconsolidation of Strato as of 31 March 2017. Positive effects on revenue at T-Mobile Netherlands resulted from high mobile handset sales; however, these were more than offset by negative regulatory effects.

Contribution of the segments to net revenue. millions of EUR				
	2018	2017	Change	Change per cent.
<b>NET REVENUE</b>	<b>75,656</b>	<b>74,947</b>	<b>709</b>	<b>0.9</b>
Germany <sup>a</sup>	21,700	21,931	(231)	(1.1)
United States	36,522	35,736	786	2.2
Europe <sup>a</sup>	11,885	11,589	296	2.6
Systems Solutions <sup>a</sup>	6,936	6,918	18	0.3
Group Development <sup>a</sup>	2,185	2,263	(78)	(3.4)
Group Headquarters & Group Services <sup>a</sup>	2,735	2,935	(200)	(6.8)
Intersegment revenue	(6,307)	(6,425)	118	1.8

<sup>a</sup> Deutsche Telekom assigned Vivento Customer Services GmbH, a provider of call center services, to its Germany operating segment as of 1 January 2018; previously it was part of its Group Headquarters & Group Services segment. Comparative figures have been adjusted retrospectively.

At 48.3 per cent., the United States operating segment again provided the largest contribution to net revenue of the Group. This was an increase of 0.6 percentage points in 2018 compared to 2017, due in particular to ongoing strong customer additions. The proportion of net revenue generated internationally continued to increase, from 67.2 per cent. to 67.8 per cent.

### EBITDA, adjusted EBITDA

Excluding special factors, adjusted EBITDA increased by EUR 1.1 billion or 5.0 per cent. to EUR 23.3 billion in 2018 compared to 2017. Negative exchange rate effects, primarily from the translation of U.S. dollars into euros, decreased the carrying amount by EUR 0.5 billion. Excluding these effects, adjusted EBITDA increased by as much as EUR 1.6 billion or 7.2 per cent.

Adjusted EBITDA in the United States operating segment increased substantially, primarily due to higher revenue – the application of IFRS 15 also had a positive effect. Positive trends were also recorded by the Germany and Europe operating segments thanks to lower personnel costs and the successful implementation of efficiency and digitalization initiatives – even without taking into account the acquisition of UPC Austria as of 31 July 2018 in the Europe operating segment. The decrease in adjusted EBITDA at the Systems Solutions operating segment was mainly attributable to the higher costs involved in establishing operations in growth areas, especially in the Internet of Things and the healthcare market, and to higher

expenses resulting from the ongoing migration to all IP. Adjusted EBITDA in the Group Development operating segment remained stable at the level of 2017.

EBITDA in 2018 decreased by EUR 2.1 billion or 8.9 per cent. compared with 2017 to EUR 21.8 billion due to a EUR 3.2 billion decrease in special factors to EUR -1.5 billion. The decline was attributable to a EUR 0.6 billion rise in expenses for staff-related measures and expenses for non-staff-related restructuring totaling EUR 1.3 billion. 2017 included a partial reversal of impairment losses on spectrum licenses at T-Mobile US, increasing the carrying amount by EUR 1.7 billion. Other positive factors in 2017 were income of EUR 0.5 billion from the divestiture of Strato, EUR 0.2 billion from the sale of further shares in Scout24 AG, and EUR 0.2 billion from the settlement agreement with BT.

	2018 millions of EUR	Proportion of adjusted Group EBITDA per cent.	2017 millions of EUR	Proportion of adjusted Group EBITDA per cent.	Change millions of EUR	Change per cent.
<b>EBITDA (ADJUSTED FOR SPECIAL FACTORS) IN THE GROUP</b>	<b>23,333</b>	<b>100.0</b>	<b>22,230</b>	<b>100.0</b>	<b>1,103</b>	<b>5.0</b>
Germany <sup>a</sup>	8,610	36.9	8,412	37.8	198	2.4
United States	10,088	43.2	9,316	41.9	772	8.3
Europe <sup>a</sup>	3,880	16.6	3,749	16.9	131	3.5
Systems Solutions <sup>a</sup>	429	1.8	509	2.3	(80)	(15.7)
Group Development <sup>a</sup>	921	3.9	915	4.1	6	0.7
Group Headquarters & Group Services <sup>a</sup>	(515)	(2.2)	(661)	(3.0)	146	22.1
Reconciliation	(79)	(0.3)	(11)	(0.0)	(68)	n.a.

<sup>a</sup>. Deutsche Telekom assigned Vivento Customer Services GmbH, a provider of call center services, to its Germany operating segment as of 1 January 2018; previously it was part of its Group Headquarters & Group Services segment. Comparative figures have been adjusted retrospectively.

## EBIT

Group EBIT stood at EUR 8.0 billion in 2018, down EUR 1.4 billion or 14.7 per cent. against 2017. This decrease is partly due to the effects described under EBITDA. Depreciation, amortization and impairment losses stood at EUR 13.8 billion overall, down EUR 0.8 billion compared to 2017. Impairment losses on intangible assets and property, plant and equipment – mainly on goodwill in the Europe operating segment in the national companies in Poland and Romania – reduced EBIT by EUR 0.7 billion. In 2017, impairment losses totaling EUR 2.2 billion were recognized, mainly on goodwill in the Systems Solutions and Europe operating segments. Depreciation and amortization was EUR 0.7 billion higher in 2018 than in 2017.

## Profit/loss before income taxes

Profit before income taxes increased slightly from EUR 5.0 billion in 2017 to EUR 5.2 billion in 2018. At EUR 2.8 billion, the loss from financial activities in 2018 was EUR 1.5 billion lower than in 2017, offsetting the effects of the reduction in EBIT. The high loss in 2017 was due in particular to the EUR 1.5 billion impairment of the financial stake in BT that was recognized in profit or loss. In March 2018, Deutsche Telekom transferred its financial stake in BT to Deutsche Telekom Trust e.V., where it will be used as plan assets to cover the Deutsche Telekom pension obligations. With effect from the beginning of 2018, changes in the value of the stake are recognized directly in equity (other comprehensive income) and no longer as profit/loss from financial activities in the income statement. Nor will future dividend income from the stake in BT be recognized in profit/loss from financial activities. Finance costs decreased by EUR 0.4 billion. This was essentially due to the fact that T-Mobile US has increasingly been financed internally since 2017, and that refinancing terms continue to be favorable. The share of profit/loss of associates and joint ventures accounted for using the equity method decreased to EUR -0.5 billion. This was mainly attributable to the settlement agreement reached to end the Toll Collect arbitration proceedings, which had a negative effect of EUR 0.6 billion. By contrast, the profit distribution of Toll Collect GmbH – EUR 0.1 billion of which is attributable to Deutsche Telekom – had a positive effect. Losses from financial instruments increased losses from financial activities by EUR 0.4 billion, primarily as a result of the remeasurement of derivatives, in

particular at T-Mobile US. In 2017, losses from financial instruments were impacted by negative effects totaling EUR 0.8 billion.

### Net profit/loss

Net profit decreased by EUR 1.3 billion to EUR 2.2 billion in 2018 compared to 2017. After recording a tax benefit of EUR 0.6 billion in the prior year, which was primarily attributable to the reduction in the U.S. federal tax rate from 35 per cent. to 21 per cent. and to related non-cash deferred tax benefits of EUR 2.7 billion, Deutsche Telekom recorded a tax expense of EUR 1.8 billion in 2018. Profit attributable to non-controlling interests decreased compared with 2017 by EUR 0.9 billion to EUR 1.2 billion. The recognized deferred tax benefit as well as the partial reversal in 2017 of impairment losses on spectrum licenses in the United States operating segment in particular contributed to this trend.

### Financial Position of the Group

millions of EUR			
	31 Dec. 2018	Change	31 Dec. 2017
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>	21,870	1,478	20,392
<b>NON-CURRENT ASSETS</b>	123,505	2,562	120,943
<b>TOTAL ASSETS</b>	145,375	4,041	141,334
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>			
<b>CURRENT LIABILITIES</b>	29,144	1,778	27,366
<b>NON-CURRENT LIABILITIES</b>	72,794	1,296	71,498
<b>SHAREHOLDERS' EQUITY</b>	43,437	967	42,470
<b>TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY</b>	145,375	4,041	141,334

## Financial liabilities of the Group

millions of EUR				
	<b>31 Dec. 2018</b>			
	Total	Due within ≤ 1 year	Due >1 year ≤ 5 years	Due > 5 years
Bonds and other securitised liabilities	49,033	4,432	16,957	27,644
Liabilities to banks	5,710	2,103	2,588	1,019
<b>Total</b>	<b>54,743</b>	<b>6,535</b>	<b>19,545</b>	<b>28,663</b>
Finance lease liabilities	2,471	849	1,146	476
Liabilities to non-banks from promissory notes	497	156	53	288
Other interest-bearing liabilities	1,878	1,078	602	198
Other non-interest-bearing liabilities	1,609	1,474	129	6
Derivative financial liabilities	1,077	436	144	497
<b>Total</b>	<b>7,532</b>	<b>3,993</b>	<b>2,074</b>	<b>1,465</b>
<b>FINANCIAL LIABILITIES</b>	<b>62,275</b>	<b>10,527</b>	<b>21,619</b>	<b>30,128</b>

Net debt increased by EUR 4.6 billion to EUR 55.4 billion at the end of 2018 compared to 2017. One factor positively influencing net debt was the positive Free cash flow of EUR 6.3 billion. Effects increasing net debt were dividend payments including non controlling interests (EUR 3.3 billion), the acquisition of UPC Austria (EUR 1.8 billion), Finance leases (EUR 1.0 billion), share buy-back program at T-Mobile US (EUR 0.9 billion), Toll Collect settlement (EUR 0.6 billion), acquisition of T-Mobile US and OTE shares by Deutsche Telekom AG (EUR 0.4 billion), acquisition of spectrum (EUR 0.3 billion) and acquisition of Layer 3 TV (EUR 0.3 billion). Furthermore, net debt was increased by Exchange rate effects of EUR 1.1 billion and other effects of EUR 1.3 billion including, among other factors, liabilities for the acquisition of media broadcasting rights and financing options under which the payments for trade payables become due at a later point in time by involving banks in the process. Remeasurement losses from forward payer swaps recognized directly in equity are also included.

In addition to the assets recognized in the statement of financial position, Deutsche Telekom uses off-balance-sheet assets. This primarily relates to leased property.

Off-balance-sheet financial instruments mainly relate to the sale of receivables by means of factoring. Total receivables sold as of 31 December 2018 amounted to EUR 4.7 billion (31 December 2017: EUR 4.7 billion). This mainly relates to factoring agreements in the United States and Germany operating segments. The agreements are used in particular for active receivables management.

Furthermore, in 2018, Deutsche Telekom chose financing options totaling EUR 0.2 billion (2017: EUR 0.3 billion) which extended the period of payment for trade payables from operating and investing activities by involving banks in the process and which upon payment are shown under cash flows used in/from financing activities. As a result, we show these payables under financial liabilities in the statement of financial position.

In 2018, Deutsche Telekom leased network equipment for a total of EUR 1.0 billion (2017: EUR 1.0 billion), primarily in the United States operating segment, which is recognized as a finance lease. In the statement of financial position, Deutsche Telekom therefore also recognizes this item under financial liabilities and the future repayments of the liabilities in net cash from/used in financing activities.

## Condensed consolidated statement of cash flows of the Group

millions of EUR		
	2018	2017
<b>NET CASH FROM OPERATING ACTIVITIES</b>	<b>17,948</b>	<b>17,196</b>
Cash outflow for investments in intangible assets (excluding goodwill and before spectrum investment) and property, plant and equipment ( <b>CASH CAPEX</b> )	(12,223)	(12,099)
Proceeds from disposal of intangible assets (excluding goodwill) and property, plant and equipment	525	400
<b>FREE CASH FLOW (BEFORE DIVIDEND PAYMENTS AND SPECTRUM INVESTMENT)</b>	<b>6,250</b>	<b>5,497</b>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<b>(14,297)</b>	<b>(16,814)</b>
<b>NET CASH (USED IN) FROM FINANCING ACTIVITIES</b>	<b>(3,259)</b>	<b>(4,594)</b>
Effect of exchange rate changes on cash and cash equivalents	(17)	(226)
Changes in cash and cash equivalents associated with non-current assets and disposal groups held for sale	(8)	3
Net increase (decrease) in cash and cash equivalents	367	(4,435)
<b>CASH AND CASH EQUIVALENTS</b>	<b>3,679</b>	<b>3,312</b>

Free cash flow of the Group before dividend payments and spectrum investment grew from EUR 5.5 billion in 2017 to EUR 6.2 billion in 2018, with net cash from operating activities increasing by EUR 0.8 billion to EUR 17.9 billion. Exchange rate effects adversely affected the positive business trend in the United States operating segment. In addition, positive effects from factoring agreements – in particular in the Systems Solutions and Germany operating segments – on net cash from operating activities were EUR 0.3 billion lower than in 2017. A EUR 0.1 billion increase in income tax payments compared with 2017 also had a negative impact. Furthermore, the comparable figure in 2017 included a EUR 0.1 billion higher dividend payment from BT (totaling EUR 0.2 billion), while the profit of EUR 0.1 billion distributed by Toll Collect GmbH was a key component in 2018. A decrease of EUR 0.8 billion in net interest payments compared with 2017, mainly due to the fact that T-Mobile US has increasingly been financed internally since 2017, and that refinancing terms continue to be favorable, had a positive effect on the trend in net cash from operating activities.

Cash capex (before spectrum investment) increased by EUR 0.1 billion compared with 2017. Capital expenditures were focused primarily on the United States, Germany, and Europe operating segments and went toward the build-out and upgrade of our networks. Adjusted for exchange rate effects, cash capex was significantly higher overall than in 2017.

### Research and Development

#### *Expenditure and investment in research and development*

Research and development expenditure includes pre-production research and development, such as the search for alternative products, processes, systems, and services. By contrast, Deutsche Telekom does not classify as research and development expenditure the costs of developing system and user software which is designed to improve productivity and make its business processes more effective. Research and development expenditure in the Deutsche Telekom Group amounted to EUR 57.7 million in 2018. As the parent company, Deutsche Telekom AG bears part of the Group's research and development expenditure, the amount in this case being EUR 33 million (2017: EUR 27 million). However, this figure cannot be viewed in isolation from Deutsche Telekom's three-pronged innovation strategy comprising in-house developments, partnerships, and start-up funding.

The Group's investments in internally generated intangible assets to be capitalized were also up in 2018 at

EUR 284.2 million compared with EUR 235.7 million for 2017. These investments predominantly relate to internally developed software, mainly in the Group Headquarters & Group Services segment and the Systems Solutions operating segment. About 3,100 employees worked in the Group's R&D units in 2018 (2017: approx. 3,000).

## Development of Business in the Operating Segments

### GERMANY

#### Development of operations

millions of EUR		
	2018	2017
<b>TOTAL REVENUE</b>	<b>21,700</b>	<b>21,931</b>
Consumers	11,543	11,797
Business Customers <sup>a</sup>	6,082	6,017
Wholesale	3,720	3,747
Other <sup>a</sup>	3550	370
Profit from operations (EBIT)	3,969	4,276
EBIT margin per cent.	18.3	19.5
Depreciation, amortisation and impairment losses	(4,042)	(3,828)
EBITDA	8,012	8,412
Special factors affecting EBITDA	(598)	(308)
<b>EBITDA (ADJUSTED FOR SPECIAL FACTORS)</b>	<b>8,610</b>	<b>8,412</b>
EBITDA margin (adjusted for special factors) per cent.	39.7	38.4

<sup>a</sup> As of 1 July 2017, a share of revenue previously recognised under "Other" was assigned to Business Customers on account of a reorganisation. Prior-year figures have not been adjusted.

#### Total revenue

Total revenue decreased by 1.1 per cent. in 2018 compared to 2017. Adjusted for the effects of the IFRS 15 accounting standard, the application of which is mandatory from 1 January 2018, total revenue developed on a par with 2017. In mobile business, revenue declined by 2.0 per cent. in 2018; excluding the effects of IFRS 15, revenue increased compared with 2017. Higher IT and broadband revenues had a positive impact on fixed-network revenue. This was sufficient to almost completely offset the year-on-year decrease in fixed-network revenues (primarily from voice components).

Revenue from Consumers declined by 2.2 per cent. in 2018 compared to 2017; adjusted for the effects of IFRS 15, the decline was only marginal. Volume-related revenue decreases continued to affect traditional fixed-network business. By contrast, revenue from broadband business increased.

Revenue from Business Customers grew by 1.1 per cent.; this growth was even slightly stronger once adjusted for the effects of IFRS 15. Mobile revenues increased by 2.6 per cent. and IT revenues by 22.1 per cent. compared with 2017. In the fixed network, by contrast, a decline was recorded in traditional voice telephony, due largely to the increasing number of customers moving to flat-rate plans.

Wholesale revenue was down slightly compared to 2017. Adjusted for the effects of IFRS 15, revenue would have grown.

#### EBITDA, adjusted EBITDA

EBITDA amounted to EUR 8.0 billion in 2018, a decline of 1.1 per cent. against 2017, due mainly to higher special factors for expenses in connection with the staff restructuring. EBITDA adjusted for special factors totaled EUR 8.6 billion in 2018, up 2.4 per cent. compared with 2017. This year-on-year increase was

attributable largely to the lower headcount and the successful implementation of our efficiency and digitalization initiatives. The adjusted EBITDA margin increased to 39.7 per cent., up from 38.4 per cent. in 2017.

## EBIT

Profit from operations decreased by 7.2 per cent. to EUR 4.0 billion in 2018 compared to 2017. In addition to the effects described under EBITDA, depreciation, amortization and impairment losses increased on account of sustained high investments in Deutsche Telekom's network infrastructure.

## UNITED STATES

### Development of operations

millions of EUR		
	2018	2017
<b>TOTAL REVENUE</b>	<b>36,522</b>	<b>35,736</b>
Profit (loss) from operations (EBIT)	4,634	5,930
EBIT margin per cent.	12.7	16.6
Depreciation, amortisation and impairment losses	(5,294)	(5,019)
EBITDA	9,928	10,949
Special factors affecting EBITDA	(160)	1,633
<b>EBITDA (ADJUSTED FOR SPECIAL FACTORS)</b>	<b>10,088</b>	<b>9,316</b>
EBITDA margin (adjusted for special factors) per cent.	27.6	26.1

### Total revenue

Total revenue for the United States operating segment of EUR 36.5 billion in 2018 increased by 2.2 per cent., compared to EUR 35.7 billion in 2017. In U.S. dollars, T-Mobile US' total revenues increased by 6.8 per cent. in 2018 compared to 2017 due primarily to growth in service revenue from increases in T-Mobile US' average branded customer base primarily from the continued growth in existing and greenfield markets, the growing success of new customer segments such as T-Mobile ONETM Unlimited 55+, T-Mobile ONE Military, and T-Mobile for Business, along with lower postpaid churn in 2018, and higher connected devices, partially offset by lower branded postpaid Average Revenue per User (ARPU). Additionally, the increase in equipment revenues from a higher average revenue per device sold due to an increase in the high-end device mix and a positive impact from IFRS 15 since January 2018, partially offset by a decrease in the number of devices sold and lower volumes of purchased leased devices at the end of the lease term, also contributed to the increase in total revenues.

### EBITDA, adjusted EBITDA

In euros, adjusted EBITDA increased by 8.3 per cent. to EUR 10.1 billion in 2018, compared to EUR 9.3 billion in 2017. Adjusted EBITDA margin increased to 27.6 per cent. in 2018, compared to 26.1 per cent. in 2017. In U.S. dollars, adjusted EBITDA increased by 13.6 per cent. during the same period. Adjusted EBITDA increased due primarily to higher total revenues as discussed above, the positive impact of the reimbursements from our insurance carriers, net of costs incurred related to hurricanes, for 2018 of USD 247 million, compared to costs incurred related to hurricanes for 2017 of USD 294 million, as well as from the positive impact from IFRS 15 and lower losses on equipment sales. These increases were partially offset by higher employee-related costs, costs related to managed services, higher lease, employee-related and repair and maintenance costs associated with network expansion, higher commissions, and lower gains on the disposal of spectrum.

EBITDA for 2018 included special factors of EUR -0.2 billion compared to special factors of EUR 1.6 billion for 2017. Special factors in 2018 mainly included costs related to the proposed Sprint transaction. The decrease in special factors was primarily due to a spectrum impairment reversal in 2017. Overall, EBITDA decreased by 9.3 per cent. to EUR 9.9 billion in 2018, compared to EUR 10.9 billion in 2017, due to the factors described above, including special factors.

## EBIT

EBIT decreased to EUR 4.6 billion in 2018 compared to EUR 5.9 billion in 2017 driven by lower EBITDA and higher depreciation related to the continued build-out of our 4G LTE network, and the implementation of the first component of our new billing system.

## EUROPE

### Development of operations

millions of EUR		
	2018	2017
<b>TOTAL REVENUE</b>	<b>11,885</b>	<b>11,589</b>
Greece	2,888	2,846
Romania	933	972
Hungary	1,889	1,808
Poland <sup>a</sup>	1,526	1,509
Czech Republic	1,047	1,011
Croatia	966	955
Slovakia	761	748
Austria	1,055	900
Other <sup>b</sup>	1,031	1,069
Profit from operations (EBIT)	744	462
EBIT margin per cent.	6.3	4.0
Depreciation, amortisation and impairment losses	(3,013)	(3,157)
EBITDA	3,757	3,619
Special factors affecting EBITDA	(122)	(130)
<b>EBITDA (ADJUSTED FOR SPECIAL FACTORS)</b>	<b>3,880</b>	<b>3,749</b>
Greece	1,180	1,135
Romania	138	166
Hungary	547	545
Poland <sup>a</sup>	390	419
Czech Republic	444	406
Croatia	398	386
Slovakia	322	315
Austria	345	266
Other <sup>b</sup>	116	110
EBITDA margin (adjusted for special factors) per cent.	32.6	32.3

The contributions of the national companies correspond to their respective unconsolidated financial statements and do not take



consolidation effects at operating segment level into account.

- <sup>a</sup> The business of T-Systems Polska Sp. z o.o., which was previously organisationally assigned to the Systems Solutions operating segment, is now disclosed under the Europe operating segment as of 1 September 2017. Figures for prior periods were not adjusted.
- <sup>b</sup> "Other": national companies of Albania, Macedonia, and Montenegro, as well as IWS (International Wholesale), consisting of Deutsche Telekom Global Carrier (TGC, formerly International Carrier Sales & Solutions (ICSS)) and units assigned to TGC in the national companies, as well as the GTS Central Europe group in Romania, and the Europe Headquarters.

## **Total revenue**

The Europe operating segment of Deutsche Telekom generated total revenue of EUR 11.9 billion in 2018, an increase of 2.6 per cent. compared to 2017. In organic terms, i.e., assuming constant exchange rates and adjusted for the inclusion of UPC Austria as of 31 July 2018, revenue increased slightly by 1.5 per cent. The mandatory first-time application of the IFRS 15 accounting standard as of 1 January 2018 did not have a material effect on the development of revenues at segment level.

The business customer operations of Deutsche Telekom made the biggest contribution to organic growth, driven mainly by the good development of ICT business in Hungary. Mobile revenue also increased in 2018 compared to 2017, with most of the countries in the operating segment contributing to this trend. Fixed-network revenue at segment level also increased slightly in the core business in 2018 compared to 2017, mainly due to the positive revenue effect from broadband and TV business, especially in Greece, Hungary, and Slovakia. These increases were offset by a decline in wholesale business. Intense competition on the telecommunications markets had a negative impact on the revenue in some countries of the operating segment.

Revenue from Consumers increased by 3.4 per cent. compared with 2017, driven mainly by mobile business. Revenue from fixed-network business rose, too, on the back of the trend in TV and broadband operations driven by Deutsche Telekom's innovative TV and program management activities as well as the continuous rollout of fiber-optic technology in most of its national companies. In addition to higher terminal equipment revenues, strong growth in the number of FMC customers had a positive impact on revenue. This offset declining voice telephony revenues.

Revenue from Business Customers, especially in ICT, grew again in 2018, increasing by 3.7 per cent. compared to 2017. Core business with fixed-network and mobile communications remained stable as a result of the convergent SME solutions (MagentaOne Business), which Deutsche Telekom sells on the markets. Deutsche Telekom generated double-digit percentage figures compared with 2017 with its corporate customers in key ICT/cloud computing business as well as in the innovative smart city/IoT fields. In terms of digitalization, in 2018 Deutsche Telekom showed its customers in countries including Hungary and Croatia new, simpler, and faster ways to manage their contracts with Deutsche Telekom, using self-service apps and portals.

Wholesale revenue declined in 2018 compared with 2017, driven largely by falling levels of minute volumes resulting from the substitution of voice telephony with messenger services as well as negative price effects.

Looking at the development by country, the national companies of Deutsche Telekom in Hungary, Greece, Slovakia, and Poland made the largest contributions to the organic development of revenue in 2018. This more than offset the decline in revenue in Romania in particular, which was attributable to lower fixed-network revenue from voice telephony in particular. A smaller customer base combined with lower prices also had a negative impact on broadband and TV business. B2B/ICT business customer operations made a positive revenue contribution. Mobile business remained stable compared with 2017 – the positive effect of the increase in customer numbers was offset by lower prices.

## **EBITDA, adjusted EBITDA**

The Europe operating segment generated adjusted EBITDA of EUR 3.9 billion in 2018, an increase of 3.5 per cent. compared to 2017. In organic terms, i.e., assuming constant exchange rates and adjusted for the inclusion of UPC Austria, adjusted EBITDA increased by 1.8 per cent. Deutsche Telekom thus ended 2018 posting year-on-year growth for four quarters in succession.

The positive trend in adjusted organic EBITDA was driven both by the growth in revenue and by savings made in indirect costs, especially in Romania, Croatia, the Czech Republic, and Greece – in the latter primarily as a result of lower personnel costs. By contrast, in terms of direct costs, market investments and costs relating to the B2B/ICT operations increased. In addition, regulatory effects, including the reduction in EU roaming charges, reduced adjusted EBITDA.

Looking at the development by country, the increase in adjusted organic EBITDA was largely attributable to the positive trends at the national companies of Deutsche Telekom in Greece, the Czech Republic, Hungary, and Austria. Contrasting developments were reported primarily at the national companies in Poland and

Romania. In Romania, adjusted EBITDA was down 16.9 per cent. in 2018 compared with 2017, attributable on the one hand to the lower revenue contribution and on the other to higher direct costs resulting in part from higher market investments and regulation-induced higher roaming costs. The decline in adjusted EBITDA was partially offset by improved cost efficiency with regard to staff-related expenses.

The EBITDA of Deutsche Telekom increased by 3.8 per cent. to EUR 3.8 billion in 2018 compared to 2017, due primarily to higher adjusted EBITDA. At EUR -122 million, special factors were EUR 8 million lower than in the prior year. In organic terms, EBITDA grew by 2.1 per cent.

## EBIT

EBIT in the Europe operating segment increased significantly by 61.0 per cent. in 2018 to EUR 744 million, driven by the positive development in EBITDA and a 4.6 per cent. reduction in depreciation, amortization and impairment losses. The cyclical impairment tests carried out at the year-end resulted in impairment losses recognized on goodwill totaling EUR 0.6 billion in Poland and Romania. In 2017, impairment losses on goodwill and on property, plant and equipment had reduced EBIT by EUR 0.9 billion. Impairment losses amounting to EUR 35 million were recognized on property, plant and equipment and intangible assets in 2018 in connection with the sale of the shares in Telekom Albania agreed in January 2019.

## SYSTEMS SOLUTIONS

### Development of operations <sup>a</sup>

millions of EUR		
	2018	2017
Total revenue	6,936	6,918
External revenue	5,497	5,504
Loss from operations (EBIT)	(291)	(1,356)
Special factors affecting EBIT	(322)	(1,477)
EBIT (adjusted for special factors)	32	121
EBIT margin (adjusted for special factors) per cent.	0.5	1.7
Depreciation, amortisation and impairment losses	(453)	(1,636)
EBITDA	163	280
Special factors affecting EBITDA	(266)	(229)
EBITDA (ADJUSTED FOR SPECIAL FACTORS)	429	509
EBITDA margin (adjusted for special factors) per cent.	6.2	7.4

<sup>a</sup> The business of T-Systems Polska Sp. z o.o., which was previously organisationally assigned to the Systems Solutions operating segment, is now disclosed under the Europe operating segment as of 1 September 2017.

### Total revenue

Total revenue in the Systems Solutions operating segment in 2018 amounted to EUR 6.9 billion, on a par with the prior-year level. Revenue in the growth areas developed positively, driven mainly by the public cloud, the Internet of Things, the healthcare industry, and toll collection systems. By contrast, revenue with traditional IT business declined in 2018 compared to 2017. This was primarily a result of the decline in the international corporate customer operations and the general falling market trend in Deutsche Telekom's core market of Western Europe, as well as to deliberate portfolio decisions (such as the termination of end-user services).

### EBITDA, adjusted EBITDA

In 2018, adjusted EBITDA at the Systems Solutions operating segment declined by EUR 80 million to EUR 429 million, which was in line with Deutsche Telekom's expectations. The decrease was attributable primarily to the higher costs involved in establishing operations in growth areas, in particular in the Internet of Things and the healthcare market, and to higher financial burdens in the telecommunications business due

to the ongoing migration to all IP. EBITDA decreased by EUR 117 million to EUR 163 million in 2018 compared to 2017, mainly due to the effects described under adjusted EBITDA. Special factors were up EUR 37 million in 2018 compared to 2017, attributable primarily to restructuring measures.

#### **EBIT, adjusted EBIT**

Adjusted EBIT in the Systems Solutions operating segment de-clined by EUR 89 million in 2018 compared to 2017, coming in at EUR 32 million. The effects described under adjusted EBITDA were the main drivers of this decrease. EBIT increased significantly to EUR -291 million in 2018 compared to 2017, attributable largely to an impairment loss on goodwill of EUR 1.2 billion that had been recognized in 2017.

#### **GROUP DEVELOPMENT**

millions of EUR		
	2018	2017
Total revenue	2,185	2,263
Netherlands	1,322	1,355
Profit from operations (EBIT)	560	1,504
Depreciation, amortisation and impairment losses	(334)	(304)
EBITDA	893	1,808
Special factors affecting EBITDA	(27)	893
EBITDA (adjusted for special factors)	921	915
Netherlands	425	421
EBITDA margin (adjusted for special factors) %	42.2	40.4

#### **Total revenue**

Total revenue in the Group Development operating segment decreased by 3.4 per cent. in 2018 compared to 2017, due to the forgone revenue following the sale of Strato effective 31 March 2017. Revenue at DFMG remained almost unchanged against 2017. The positive effects on revenue at T-Mobile Netherlands of high mobile handset sales and growing fixed-network business were more than offset by negative effects from the mandatory application of the new IFRS 15 accounting standard as of 1 January 2018, as well as by regulatory effects including lower EU roaming charges and national termination rates.

#### **EBITDA, adjusted EBITDA**

EBITDA decreased from EUR 1.8 billion to EUR 0.9 billion in 2018 compared to 2017. Regular reviews of the investment portfolio prompted Deutsche Telekom to sell its stake in Strato and its remaining shares in Scout24 AG in 2017. The disposals resulted in income recognized as special factors of around EUR 0.7 billion. In addition, 2017 had included positive special factors of EUR 0.2 billion originating from a settlement agreement with BT concluded in July 2017.

Adjusted EBITDA in the Group Development operating segment was on a par with the 2017 level. Forgone earnings following the deconsolidation of Strato caused a decline. At T-Mobile Netherlands, adjusted EBITDA was up by 1.0 per cent. in the 2018 financial year due to positive customer development. Adjusted EBITDA at DFMG increased substantially by 3.7 per cent. in 2018 compared to 2017.

#### **EBIT**

EBIT decreased by EUR 0.9 billion to EUR 0.6 billion in 2018 compared to 2017, due primarily to the same factors described under EBITDA. Depreciation, amortization and impairment losses were higher than in 2017, mainly due to higher capital expenditure on network capacity and quality at T-Mobile Netherlands.

## GROUP HEADQUARTERS & GROUP SERVICES

millions of EUR		
	2018	2017
<b>Total revenue</b>	<b>2,735</b>	<b>2,935</b>
Loss from operations (EBIT)	(1,662)	(1,437)
Depreciation, amortisation and impairment losses	(825)	(657)
EBITDA	(837)	(780)
Special factors affecting EBITDA	(322)	(119)
<b>EBITDA (adjusted for special factors)</b>	<b>(515)</b>	<b>(661)</b>

### Total revenue

Total revenue in the Group Headquarters & Group Services segment in 2018 decreased by 6.8 per cent. compared to 2017. This decline was mainly due to the fact that, as of January 2016, the costs of intragroup development services newly commissioned from Deutsche Telekom IT in Germany are no longer charged internally. Other reasons for the decrease were lower revenues from land and buildings, largely due to the ongoing optimization of space, and the forgone revenue from DeTeMedien following the completion of its sale in June 2017. Higher intragroup revenue at Deutsche Telekom IT from the licensing of the Group-wide ERP system had a positive effect.

### EBITDA, adjusted EBITDA

Adjusted EBITDA at the Group Headquarters & Group Services improved by EUR 146 million in 2018 compared to 2017, mainly due to higher revenue at Deutsche Telekom IT from the licensing of the Group-wide ERP system, which does not impact on earnings at Group level. The reduction in headcount brought about by ongoing restructuring of the Vivento workforce also had a positive effect. By contrast, lower revenue from land and buildings had a negative impact on adjusted EBITDA.

Overall, negative net special factors of EUR 322 million affected EBITDA in 2018. Expenses for staff-related measures were partially offset by the positive effect of the reversal of provisions for legal risks in connection with the Toll Collect arbitration proceedings. In 2017, negative net special factors totaled EUR 119 million and mainly comprised expenses for staff-related measures on the one hand and income from the sale of DeTeMedien on the other.

### EBIT

EBIT declined by EUR 225 million in 2018 compared to 2017, largely as a result of the same effects described under EBITDA and a EUR 168 million increase in depreciation, amortization and impairment losses. This increase was due, in particular, to higher depreciation and amortization caused by increased levels of capitalization at Deutsche Telekom IT. The latter were attributable to the fact that the costs of newly commissioned intragroup development services in Germany are no longer charged internally. This development was partially offset by lower depreciation, amortization and impairment losses from land and buildings as a result of our continued optimization of the real estate portfolio.

### Outlook

#### Market Expectations

##### Germany

The German market for telecommunications services saw slight growth in 2018 of 0.3 per cent. A further small increase of 0.4 per cent. is expected for 2019 (source: EITO, European Information Technology Observatory). The negative trends resulting from regulatory effects and the decline in traditional fixed-network telephony will be offset by growing demand for mobile data volumes and faster connectivity in the consumer and business customer area. The trend of slight revenue growth in the German mobile market recorded in 2018 is therefore expected to continue in 2019 (source: EITO).

For the wider ICT market, which covers IT services as well as telecommunications, EITO forecasts growth of 1.7 per cent. for 2019. This increase is primarily attributable to growth in the IT market, which stood at 2.5 per cent. in 2018 and was mainly driven by strong demand in two areas: services for business customers (e.g.,

outsourcing, project business, consulting) and software-based services (virtualization and cloud business, e.g., in the form of Software as a Service, Platform as a Service, or Infrastructure as a Service).

Innovative integrated products and attractive supplementary services – such as TV and music options – are becoming increasingly important for Deutsche Telekom's competitive position with consumers, while cloud services, security applications, and solutions for Industry 4.0 are gaining in significance with business customers. Deutsche Telekom is also setting itself apart from other providers with its download and upload bandwidths, the mobile data volumes it includes in its rate plans, and innovations in its rate plans.

The mobile communications market in Germany is dominated by three providers, each with its own network infrastructure, who deploy 4G/LTE technology – and in future also 5G – to ensure that the majority of the population has access to high-speed mobile internet. By contrast, the fixed-network broadband market hosts a large number of players with differing infrastructures – from national through to regional providers. Deutsche Telekom is assuming that competition from cable network operators will remain intense and that the number of providers who have their own DSL and fiber-optic networks will increase.

## **UNITED STATES**

The U.S. economy's positive momentum in 2018 impacted the country's ICT market, for which overall spending grew by 5.0 per cent. in 2018 (source: EITO). Much of the growth was due to greater expenditures on software, IT and business services, as well as telecommunications equipment. Spending on smartphone and mobility infrastructure significantly impacted the latter. Slightly lower levels are forecasted for 2019 (+3.7 per cent.), due to lower growth of IT equipment revenues. Growth in the telecommunications segment remains solid, with market revenues increasing by 2.6 per cent. in 2018 and a forecasted 2.5 per cent. in 2019.

The U.S. mobile market, in particular, continues to be characterized by intense competition among the major mobile carriers. This has resulted in relatively strong price competition and corresponding pressures on ARPU. According to Analysys Mason, industry ARPU (excluding IoT) declined by 0.5 per cent. in 2018 and is projected to decline by 1.1 per cent. in 2019. Recent changes by service providers, such as the removal of overage charges, the move toward unlimited data plans, and Equipment Installment Plans (EIPs) have contributed to the reported decline in ARPU (source: Federal Communications Commission). Nevertheless, Analysys Mason expects total mobile revenues to grow thanks to an increasing number of mobile connections, rising data usage, and an expected boom in the number of IoT connections. With respect to data usage, monthly data usage per mobile connection rose to an average of 5.9 GB per subscriber per month in 2018, an increase of approximately 58 per cent. from 2017. In 2019, monthly data usage is expected to average 8.8 GB per subscriber per month, an increase of 48 per cent.

Leading industry associations such as GSMA expect the United States to lead global migration to 5G. GSMA expects almost half of all mobile connections to be running on 5G networks by 2025. T-Mobile US aims to achieve nationwide 5G coverage by 2020, utilizing the 600 MHz spectrum holdings it acquired in April 2017.

## **EUROPE**

Deutsche Telekom expects the traditional communications markets in the Europe operating segment to remain stable overall over the next two years, for both mobile communications and the fixed network (including traditional TV services). Continuing declines in voice services can be offset by data services in both submarkets, as well as by traditional TV services (excluding OTT) in the fixed network. For 2019 and 2020, Analysys Mason expects annual growth in fixed-network business of 2 per cent. in both the broadband and TV markets, while the significance of voice services will likely continue to diminish, shrinking by around 7 per cent. and 6 per cent., respectively, per year. In the mobile markets, data services are expected to grow by 7 per cent. in 2019 and 5 per cent. in 2020, driven mainly by the use of mobile video services. Analysys Mason expects the overall data volume in the countries of the Europe operating segment to grow by 46 per cent. in 2019 and by another 36 per cent. the year after. Deutsche Telekom is already seeing preparatory investments in 5G networks in almost all markets of the Europe operating segment, which will further improve the coverage of large parts of the population with high-speed mobile internet. By contrast, the relevance of traditional voice services also continues to wane in mobile communications: Analysts forecast a revenue decline of around 6 per cent. per annum in this area. Demand for convergent offers comprising fixed-network and mobile services (FMC) also continues unabated in the markets of the Europe operating segment. Deutsche Telekom expects the number of convergent households to grow by more than 20 per cent. over the next two years. This means that by 2019, more than 30 per cent., and by 2020, almost 40 per cent. of all broadband lines in the consumer market would be part of a convergent offer.

According to Oxford Economics, real GDP will continue to rise in all our footprint countries in 2019 by between 2 and 4 per cent. per annum. This positive economic situation will have a particular impact on the IT markets in Deutsche Telekom's Europe operating segment. EITO forecasts growth of more than 2 per cent.

for the countries of Central and Eastern Europe for 2019.

## **SYSTEMS SOLUTIONS**

Growth in the ICT market is expected to continue apace over the next two years, while cost pressure and intense competition are expected to persist. At the same time, Deutsche Telekom expects the digital transformation to stoke demand for solutions for cloud services, big data, smart network services such as Industry 4.0, the Internet of Things, and M2M, as well as for the mobilization of business processes and ICT security (cybersecurity).

Deutsche Telekom estimates that the ICT markets will develop along divergent paths in the two main market segments:

**Telecommunications:** The highly competitive fixed-network market for large business customers remains challenging. Innovative change, intense competition, constant price erosion, and the interventions of national regulators are all likely to slow down market growth, even though business with both mobile data services and the Internet of Things will continue to grow in the coming years.

**IT services:** The clear growth in the market for IT services in 2018 is likely to continue in 2019 and 2020. At the same time, this market is undergoing a radical transformation, e.g., due to ongoing standardization and automation, demand for smart services, and the changes being wrought by cloud services in outsourcing business. Further challenges have arisen in the shape of digitalization, the growing importance of cybersecurity, big data, and increasing mobility. Traditional IT business is likely to decline due to price competition, while cloud services, mobility, and cybersecurity may reach double-digit growth. In view of this, Deutsche Telekom continues to plan to step up investments in growth markets – especially in digitalization, cloud services, cybersecurity, and smart network solutions for the healthcare sector, the public sector (smart city), and the automotive industry.

## **GROUP DEVELOPMENT**

The Deutsche Telekom companies T-Mobile Netherlands and Deutsche Funkturm (DFMG) dominate the development of the Group Development operating segment.

The high price and competitive pressure in the Dutch mobile market will continue over the coming years. One of the main trends contributing toward this is the growing bundling of fixed-network and mobile products into convergence offers (FMC). What is more, both the strong discount segment, comprising mobile providers' secondary brands, and MVNOs will continue to make for lively competition.

With some 29,000 locations, DFMG is the biggest provider of passive wireless infrastructure for mobile communications and broadcasting in Germany. Deutsche Telekom expects demand for cell sites to rise steadily over the next few years, due to the fact that network operators plan on the one hand to close gaps in coverage, and on the other to increase the density of mobile networks to meet the growing demand for mobile data services.

## **DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES**

### **Management and Supervision**

The management and supervisory structures, as well as the compensation system for the Board of Management and the Supervisory Board, are oriented toward the long-term performance of the Group and follow the recommendations of the German Corporate Governance Code.

In the period since submission of the most recent Declaration of Conformity pursuant to § 161 of the German Stock Corporation Act (*Aktiengesetz*) on 30 December 2017, Deutsche Telekom AG has complied with the recommendations of the Government Commission on the German Corporate Governance Code announced by the Federal Ministry of Justice and for Consumer Protection on 24 April 2017, in the official section of the Federal Gazette (*Bundesanzeiger*), without exception.

In addition, Deutsche Telekom AG has complied with the recommendations of the Government Commission on the German Corporate Governance Code, published by the Federal Ministry of Justice and for Consumer Protection in the official section of the Federal Gazette (*Bundesanzeiger*) on 24 April 2017, without exception.

There are no potential conflicts of interest of the members of the Board of Management and the members of the Supervisory Board of Deutsche Telekom AG between their respective duties to Deutsche Telekom AG and their private interests or other duties.

The business address of each member of the Board of Management or Supervisory Board is Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn, Federal Republic of Germany.

## ***The Supervisory Board***

The Supervisory Board advises the Board of Management and oversees its management of business. In accordance with the German Stock Corporation Act (*Aktengesetz*) and the German Co-Determination Act of 1976 (*Mitbestimmungsgesetz*), Deutsche Telekom AG's Supervisory Board consists of twenty members, ten of whom represent its shareholders and ten of whom represent its employees. Members of the Supervisory Board may be elected for a term of up to five years and re-election is permitted. The Chairman and the Deputy Chairman are elected by the Supervisory Board in accordance with the rules of the German Co-Determination Act.

The current members of the Supervisory Board of Deutsche Telekom AG and their principal occupations are listed below:

### *Shareholder representatives*

Prof. Dr. Ulrich Lehner, Member of the Shareholders' Committee of Henkel AG & Co. KGaA, Düsseldorf, Chairman of the Supervisory Board,

Dr. Rolf Bösinger, State Secretary at the Federal Ministry of Finance, Berlin

Dr. Günther Bräunig, Chief Executive Officer of KfW, Frankfurt am Main

Lars Hinrichs, CEO of Cinco Capital GmbH, Hamburg

Dr. Helga Jung, Member of the Board of Management of Allianz SE, Munich

Prof. Dr. Michael Kaschke, CEO & President of Carl Zeiss AG, Oberkochen

Dagmar P. Kollmann, Entrepreneur; member of several supervisory boards and advisory boards as well as the Monopolies Commission; former CEO of Morgan Stanley Bank, Frankfurt/Main; Former Member of the Board of Directors of Morgan Stanley Bank International Limited, London, United Kingdom

Harald Krüger, Chairman of the Board of Management of Bayerische Motoren Werke AG, Munich

Karl-Heinz Streibich, President of acatech – Deutsche Akademie der Technikwissenschaften (National Academy of Science and Engineering), Berlin; Former CEO of Software AG, Darmstadt

Margret Suckale, Former member of the Board of Executive Directors of BASF SE, Ludwigshafen

### *Employee representatives*

Josef Bednarski, Chairman of the Group Works Council at Deutsche Telekom AG, Bonn

Odysseus D. Chatzidis, Chairman of the European Works Council of Deutsche Telekom AG, Bonn

Constantin Greve, Chairman of the Central Works Council of Deutsche Telekom AG, Bonn

Nicole Koch, Chairwoman of the Works Council at Deutsche Telekom Privatkunden-Vertrieb GmbH, Bonn

Petra Steffi Kreusel, Senior Vice President, Customer & Public Relations at T-Systems International GmbH, Frankfurt am Main; Deputy Chairwoman of the Group Executive Staff Representation

Committee of Deutsche Telekom AG, Bonn; Chairwoman of the Executive Staff Representation Committee of T-Systems International GmbH, Frankfurt am Main

Frank Sauerland, Head of the Collective Bargaining Policy Committee, TC/IT National Committee at the ver.di National Executive Board, Berlin

Lothar Schröder, Member of the ver.di National Executive Board, Berlin, Deputy Chairman of the Supervisory Board

Nicole Seelemann-Wandtke, Deputy Chairwoman of the Works Council of the Consumers unit at Telekom Deutschland GmbH, Bonn

Sibylle Spoo, Lawyer, Trade Union Secretary at the ver.di Federal Administration, Berlin

Karin Topel, Chairwoman of the Works Council at Deutsche Telekom Technik GmbH, Bonn, Technical Branch Office, Eastern District

Amongst others the Supervisory Board of Deutsche Telekom AG has set up an audit committee. The Audit Committee's area of responsibility is essentially defined by German legislation and the German Corporate Governance Code. Amongst other things, it includes, in particular, the quarterly monitoring of accounting, the effectiveness of the internal control system, risk management, and the internal auditing system, compliance and data privacy. The Audit Committee also handles matters relating to the audit of Deutsche

Telekom AG's financial statements, in particular selecting and ensuring the independence of the external auditor, and monitors the additional services provided by the external auditor, the commissioning of the external auditor, the stipulation of the main focuses of the audit, and the agreement on fees.

Dagmar P. Kollmann is the Chairman of the Audit Committee. The other Committee members are Josef Bednarski, Rolf Böisinger, Michael Kaschke, Petra Steffi Kreusel and Sibylle Spoo.

### **The Board of Management**

The Board of Management responsibilities were distributed across nine Board departments. Five of these are the central management areas:

- Chairman of the Board of Management and the Board departments
- Finance
- Human Resources and Labor
- Data Privacy, Legal Affairs and Compliance
- Technology and Innovation

In addition, there are four segment-based Board departments:

- Germany
- Europe
- T-Systems
- USA and Group development

### **Composition of the Board of Management**

Members of the Board of Management	Department	Principal outside functions
Timotheus Höttes	Chairman of the Board of Management (CEO)	Member of supervisory boards of FC Bayern München AG, Munich, Germany and Henkel AG & Co. KGaA, Düsseldorf Member of the Board of Directors, BT Group plc, London, United Kingdom
Adel Al-Saleh	T-Systems	none
Dr. Dirk Wössner	Germany	none
Dr. Christian P. Illek	Finance (CFO)	none
Srinivasan Gopalan	Europe	none
Birgit Bohle	Human Resources	none
Dr. Thomas Kremer	Data Privacy, Legal Affairs and Compliance	none
Claudia Nemat	Technology and Innovation	Member of supervisory boards of Airbus Group SE, Leiden, Netherlands and Airbus Defence and Space GmbH, Ottobrunn
Thorsten Langheim	USA and Group Development	none

### **Employees**

Deutsche Telekom Group's headcount fell by 0.8 per cent. in 2018 compared with year end 2017. Development across the segments was varied. The number of employees in the Germany operating segment declined by 3.4 per cent. as a result of efficiency enhancement measures, fewer new hires in the operational units, and the take-up of socially responsible instruments in connection with the staff restructuring. The total number of employees in the United States operating segment increased by 2.1 per cent. at 31 December 2018 compared to 31 December 2017, due primarily to increases in customer support, back office, and network employees, partially offset by a decrease in customer acquisition employees. In the Europe operating segment, staff levels grew by 1.5 per cent. compared with the end of 2017. This growth was mainly attributable to the national companies in Austria, where Deutsche Telekom took over employees of UPC Austria, and in Croatia, due in part to the expansion of the service activities there. The number of employees in the Systems Solutions operating segment decreased by 1.2 per cent. compared with the end of 2017, due mainly to restructuring measures. In the Group Development operating segment, the number of



employees grew slightly compared with the end of 2017. The headcount in the Group Headquarters & Group Services segment was down 3.9 per cent. compared with the end of 2017. The decline in staff levels caused by ongoing restructuring measures at Vivento was partially offset by the addition of employees at the Technology and Innovation unit.

Headcount development.		
	31 Dec. 2018	31 Dec. 2017 <sup>a</sup>
<b>Full time employees in the Group</b>		
<b>TOTAL</b>	<b>215,675</b>	<b>217,349</b>
Of which: Deutsche Telekom AG	19,259	21,428
Of which: civil servants (in Germany, with an active service relationship)	13,507	15,482
Germany operating segment <sup>a</sup>	62,621	64,798
United States operating segment	46,871	45,888
Europe operating segment <sup>a</sup>	48,133	47,421
Systems Solutions operating segment <sup>a</sup>	37,467	37,924
Group Development <sup>a</sup>	1,976	1,967
Group Headquarters & Group Services <sup>a</sup>	18,606	19,351

### Civil Servants

Although no employees hired after 1 January 1995 have been granted civil servant status, Deutsche Telekom employs a substantial number of civil servants. Pursuant to the law governing Deutsche Telekom's privatisation, its civil servant employees retained their civil servant status. Accordingly, the terms and conditions of their employment and the benefits owed to them continue to be governed by German regulations regarding civil servants. Civil servants are tenured employees and may not be unilaterally terminated except in extraordinary, statutorily defined circumstances. Although Deutsche Telekom is authorised, pursuant to the law governing its privatisation, to exercise generally the rights and duties of Germany as the employer of civil servants, the Federal Postal and Telecommunication Agency (*Bundesanstalt für Post und Telekommunikation* or the Federal Agency) has a right of consultation in the implementation of certain aspects of the terms under which Deutsche Telekom employs civil servants.

Under the German Postal Employees Act (*Postpersonalrechtsgesetz*), which governs the legal position of civil servants at Deutsche Telekom AG, Deutsche Telekom has been given greater flexibility with respect to its relationship with its civil servants. Under certain circumstances, civil servants may also be transferred, even without their consent, to companies in which Deutsche Telekom AG has a direct or indirect majority shareholding. However, there is a risk that civil servants temporarily without civil servant status may return to Deutsche Telekom AG, for example, after the completion of their work at one of Deutsche Telekom's subsidiaries.

Civil servants employed by Deutsche Telekom are entitled to pension benefits provided by the German federal government pursuant to the German Civil Servants' Benefits Act (*Beamtenversorgungsgesetz*). Pursuant to the law governing its privatisation, Deutsche Telekom is required to make annual contributions to a special pension fund established to fund such pension obligations (*Bundes-Pensions-Service für Post und Telekommunikation e.V.*, the "BPS-PT").

### Pensions

Deutsche Telekom manages its pension commitments based on the Group-wide Global Pension Policy. It ensures on a worldwide basis that Group minimum standards regarding the granting and management of company pension benefits are complied with, plans are harmonised, and other risks to the core business are avoided or reduced. In addition, the policy provides guidelines for the implementation and management of pension commitments and defines requirements for the launch, adjustment, and closure of corresponding plans. The regulations and provisions laid down in this Group policy take into account the national differences in state pension and other commitments under labor, tax, and social law and the common business practices in the area of pension commitments.

The worldwide obligations and the existing plan assets at fair value are regularly tested for risk-reducing measures, for example by executing asset liability studies and regular benefit audits.

As of 31 December 2018 the defined benefit liability amounted to EUR 5.5 billion, compared to EUR 8.4 billion as at year end 2017. The main reason for this decline was the transfer of the 12 per cent. stake in BT (valued then at EUR 3.1 billion) in March 2018 to the Group's own trust, Deutsche Telekom Trust e.V., where it will serve as plan assets.

## MAJOR SHAREHOLDERS

Below the holders of more than 3 per cent. of Deutsche Telekom's ordinary shares and their percentage of ownership, based on information supplied to Deutsche Telekom AG by such holders.

KfW:	17.41 per cent.
Federal Republic of Germany:	14.48 per cent.
Blackrock:	5.00 per cent.

The Federal Republic of Germany administers its shareholdings and exercises its rights as a shareholder of Deutsche Telekom AG through the German Finance Ministry. In their capacities as shareholders, the Federal Republic of Germany and KfW may exercise only those rights that they have under the Stock Corporation Act and Deutsche Telekom AG's Articles of Incorporation, which are the same for all of Deutsche Telekom AG's shareholders.

At present, the Finance Ministry and KfW each have one representative on Deutsche Telekom AG's Supervisory Board.

Major Shareholders do not have different voting rights from any of Deutsche Telekom AG's other shareholders.

KfW is 80 per cent. owned by the Federal Republic of Germany. The Federal Republic of Germany has publicly stated its intention to reduce its holdings of Deutsche Telekom AG shares. Deutsche Telekom AG does not expect that a reduction in the holdings of Deutsche Telekom AG's shares by the Federal Republic of Germany or KfW will have a material negative effect on Deutsche Telekom AG's governance or business.

## Share Capital

As of 31 December 2018, the share capital of Deutsche Telekom AG amounted to EUR 12,189,334,005.76 divided into 4,761,458,596 registered ordinary shares without par value (*Stückaktien*). All shares have been issued and are fully paid.

## Voting Rights

Each share entitles the holder to one vote. These voting rights are restricted, however, in relation to treasury shares and shares allocable to Deutsche Telekom in the same way as treasury shares (at 31 December 2018: around 19 million in total).

## FINANCIAL INFORMATION CONCERNING DEUTSCHE TELEKOM'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

### Audit of historical annual financial information

Deutsche Telekom's consolidated financial statements as of and for the years ended 31 December 2018 and 31 December 2017 were prepared in accordance with the International Financial Reporting Standards as adopted by the European Union ("EU") ("IFRS") as well as with the regulations under commercial law as set forth in § 315e(1) HGB (*Handelsgesetzbuch* - German Commercial Code). PwC has audited Deutsche Telekom's consolidated financial statements for the financial years ended 31 December 2018 and 31 December 2017 and an unqualified independent auditor's report has been issued in each case.

### Selected Financial data of Deutsche Telekom Group

		2018	2017
	Change -compared to prior year per cent. <sup>a</sup>	billions of EUR	billions of EUR
<b>REVENUE AND EARNINGS</b>			
Net revenue	0.9	75.7	74.9
Of which: domestic <sup>a</sup> per cent.	(0.6)pp	32.2	32.8
Of which: international <sup>a</sup> per cent.	0.6pp	67.8	67.2
Profit (loss) from operations (EBIT)	(14.7)	8.0	9.4
Profit (loss) attributable to the owner of the parent (net profit (loss))	(37.4)	2.2	3.5
EBITDA	(8.9)	21.8	24.0
EBITDA (adjusted for special factors)	5.0	23.3	22.2
EBITDA margin (adjusted for special factors) <sup>a</sup> per cent.	1.1pp	30.8	29.7
<b>STATEMENT OF FINANCIAL POSITION AS OF 31 DECEMBER</b>			
Total assets	2.9	145.4	141.3
Shareholders' equity	2.3	43.4	42.5
Equity ratio (Shareholders' equity/Total assets) <sup>a</sup> per cent.	(0.1)pp	29.9	30.0
Net debt	9.1	55.4	50.8
Relative debt (Net debt/EBITDA (adjusted for special factors)) <sup>a</sup>	n.a.	2.4	2.3
<b>CASH FLOWS</b>			
Net cash from operating activities	4.4	17.9	17.2
Net cash used in investing activities	(15.0)	(14.3)	(16.8)
Net cash (used in) from financing activities	(29.1)	(3.3)	(4.6)
Free cash flow (before dividend payments and spectrum investment)	13.7	6.25	5.5

<sup>a</sup> Calculated on the basis of millions for the purpose of greater precision. Changes to percentages expressed as percentage points.

## ALTERNATIVE PERFORMANCE MEASURES (APM)

Deutsche Telekom uses certain alternative performance measures, which are non-GAAP figures not governed by IFRS. They should not be viewed in isolation as an alternative to profit or loss from operations, net profit or loss, net cash from operating activities, the liabilities reported in the consolidated statement of financial position, or other Deutsche Telekom key performance indicators presented in accordance with IFRS.

**EBITDA** corresponds to EBIT (profit/loss from operations) before depreciation, amortisation and impairment losses. EBIT and EBITDA measure the short-term operational performance and the success of individual business areas. Deutsche Telekom also uses **EBITDA margins**<sup>1</sup>, to show how these indicators develop in relation to revenue. This makes it possible to compare the earnings performance of profit-oriented units of different sizes.

Special factors have an impact on the presentation of operations, making it more difficult to compare performance indicators with corresponding figures for prior periods. For this reason, Deutsche Telekom additionally adjusts its performance indicators to provide transparency. Without this adjustment, statements about the future development of earnings are only possible to a limited extent. The adjusted values are calculated on the basis of the unadjusted performance indicators.

The special factors which are used to calculate some alternative performance measures comprise staff-related measures (such as early retirement compensation, severance and voluntary redundancy models), non-staff related restructuring, effects of de-consolidations, disposals and acquisitions, impairment losses and other effects that generally do not arise in conjunction within the ordinary course of business.

**Free Cash Flow** (before dividend payments and spectrum investment) is the main yardstick for providers of debt capital and equity. It measures the potential for further developing the Company, e.g. for generating organic growth and the ability to pay dividends and repay debt.

Cash capex relates to cash outflows for investments in intangible assets (excluding goodwill and before spectrum investment) and property, plant and equipment, which are relevant for cash outflows as a component of free cash flow.

In addition, Deutsche Telekom considers **Net debt** (calculated as the Group's gross debt (sum of current and non-current financial liabilities minus accrued interest and other financial liabilities) minus certain financial assets (cash and cash equivalents, available for sale financial assets / financial assets held for trading, derivative financial assets and other financial assets)) to be an important performance indicator for investors, analysts, and rating agencies.

**Relative debt** is calculated as the ratio of net debt to adjusted EBITDA and is a measure of financial flexibility.

### Reconciliation of EBITDA

billions of EUR	2018	2017
<b>Profit (loss) from operations (EBIT)</b>	<b>8.0</b>	<b>9.4</b>
Depreciation, amortisation and impairment losses	(13.8)	(14.6)
<b>EBITDA</b>	<b>21.8</b>	<b>24.0</b>
Special factors	(1.5)	(1.7)
<b>EBITDA (adjusted for special factors)</b>	<b>23.3</b>	<b>22.2</b>

### Reconciliation of Free Cash Flow

billions of EUR	2018	2017
<b>Net Cash from operating activities</b>	<b>17.9</b>	<b>17.2</b>
Cash outflows for investments in intangible assets (excluding goodwill and before spectrum investment) and property, plant and equipment (Cash Capex) <sup>a</sup>	(12.2)	(12.1)
Thereof Cash outflows for investments in intangible assets	(3.4)	(10.3)
Thereof Cash outflows for investments in property, plant and equipment	(9.1)	(9.1)

<sup>1</sup> EBITDA margin is calculated as EBITDA / Net revenue or EBITDA (adj. for special factors) / Net revenue.

Thereof Cash outflows for spectrum investment – not included in Cash Capex figure	(0.3)	(7.4)
Proceeds from disposal of intangible assets (excluding goodwill) and property, plant and equipment	0.5	0.4
<b>Free cash flow (before dividend payments and spectrum investment)</b>	<b>6.2</b>	<b>5.5</b>
<sup>a</sup> Goodwill of EUR 0.7bn has been recognized in FY 2018		

### Reconciliation of Net Debt

billions of EUR	31 Dec 2018	31 Dec 2017
<b>Financial Liabilities (current and non-current)</b>	<b>62.3</b>	<b>57.5</b>
Accrued interest	(0.7)	(0.7)
Other	(0.9)	(0.8)
<b>Gross debt</b>	<b>60.6</b>	<b>56.1</b>
Cash and cash equivalents	3.7	3.3
Available-for-sale financial assets / financial assets held for trading	-	0.0
Derivative financial assets	0.9	1.3
Other financial assets	0.7	0.6
<b>Net debt</b>	<b>55.4</b>	<b>50.8</b>

### LITIGATION AND ARBITRATION PROCEEDINGS

The companies of Deutsche Telekom Group are involved in a number of legal proceedings in the ordinary course of Deutsche Telekom's business. In addition, proceedings involving alleged abuse of a market-dominant position by Deutsche Telekom and other alleged antitrust violations, as well as other regulatory controversies, are pending before competition and regulatory authorities.

#### Securities and Corporate Law-Related Proceedings

##### *German Prospectus Liability Suits*

Since 2001, around 16,000 purported purchasers of Deutsche Telekom AG's shares sold pursuant to a prospectus dated 26 May 2000 ("**DT3**") have filed more than 2,600 lawsuits in Germany predominantly alleging that the book values of Deutsche Telekom AG's real property portfolio were improperly established and maintained under German GAAP and that Deutsche Telekom AG allegedly failed to adequately disclose detailed information relating to merger negotiations between Deutsche Telekom and VoiceStream Wireless Corporation (the predecessor of T-Mobile USA). These lawsuits are pending before the Regional Court (*Landgericht*) in Frankfurt am Main. The aggregate amount of all shareholders' claims filed in Germany in these lawsuits is approximately EUR 80 million.

On 16 May 2012, the Frankfurt Higher Regional Court had ruled in the DT3 - model proceedings that there were no errors in the prospectus for Deutsche Telekom AG's third public offering and that Deutsche Telekom is not liable. In its decision on 21 October 2014, the Federal Court of Justice revoked this ruling, determined that there was a mistake in the prospectus, and referred the case back to the Frankfurt/Main Higher Regional Court. A decision on possible liability for damages was not made. On 30 November 2016, the Frankfurt/Main Higher Regional Court ruled that the mistake in the prospectus identified by the Federal Court of Justice could result in liability on the part of Deutsche Telekom AG, although the details of that liability would have to be established in the initial proceedings. Both Deutsche Telekom AG and some of the individual plaintiffs in the model proceedings have brought an appeal before the Federal Court of Justice against this decision. Deutsche Telekom continues to hold the opinion that there are compelling reasons why Deutsche Telekom AG should not be liable for damages.

#### Claims relating to charges for shared use of cable ducts

With an action filed on 14 June 2012, Kabel Deutschland Vertrieb und Service GmbH ("**KDG**") – now Vodafone Kabel Deutschland GmbH ("**VKDG**") – is asserting two claims: first, Telekom Deutschland GmbH is to reduce the annual charge for the rights to use cable duct capacities in the future; second, it is to partially refund payments made in this connection since 2004, which meanwhile KDG puts at approximately EUR 624 million and approximately EUR 9 million for unlawful gained savings of interests, plus interest in each case. Claims prior to 2009 are no longer being asserted by VKDG. After the Frankfurt Regional Court dismissed the

action in its ruling on 28 August 2013, KDG has appealed the decision. On 9 December 2014, the Frankfurt/Main Higher Regional Court rejected the appeal and disallowed a further appeal. KDG has filed a complaint against the non-allowance of appeal with the Federal Court of Justice. In response to the subsequent complaint against non-allowance of appeal filed by KDG, the Federal Court of Justice allowed KDG's appeal in a ruling dated 15 December 2015. In a ruling dated 24 January 2017, the Federal Court of Justice reversed the appeal ruling and referred the case back to the Frankfurt/Main Higher Regional Court for further consideration. In its ruling dated 20 December 2018, the Frankfurt/Main Higher Regional Court again rejected the appeal and disallowed a further appeal.

On 23 January 2013, Telekom Deutschland GmbH also received a claim filed by Unitymedia Hessen GmbH & Co. KG, Unitymedia NRW GmbH, and Kabel BW GmbH, demanding that Telekom Deutschland GmbH cease charging the complainants more than a specific and precisely stated amount for the shared use of cable ducts. Unitymedia Hessen GmbH & Co. KG is also demanding payment of approximately EUR 570 million plus interest for allegedly excessive charges paid from 2009 to January 2018 for the shared use of cable ducts. The claim was dismissed in the first instance by the Cologne Regional Court on 11 October 2016. On 14 March 2018 the Düsseldorf Higher Regional Court dismissed the appeal filed by the plaintiffs and disallowed a further appeal.

In both proceedings, the plaintiffs have lodged a complaint against the non-allowance of appeal with the Federal Court of Justice.

### **Claims by partnering publishers of telephone directories**

Several publishers that edit and publish subscriber directories together with DeTeMedien GmbH, filed claims against DeTeMedien GmbH and/or Deutsche Telekom AG. The complainants claimed damages or refund of approximately EUR 470 million plus interest in total from DeTeMedien GmbH and to a certain extent from Deutsche Telekom AG as joint and several debtor next to DeTeMedien. The complainants base their claims on allegedly excessive charges for the provision of subscriber data. The Frankfurt/Main Regional Court rejected 22 out of 81 claims. Two of these decisions have become final and legally binding, in the other cases the complainants have filed an appeal with the Frankfurt/Main Higher Regional Court.

After an agreement was reached with the majority of the publishers in October 2015 to settle the disputes and a number of claims were since dismissed or withdrawn, ten actions are still pending for a remaining amount in dispute of around EUR 70 million plus interest.

### **Damage claim in Malaysia following a binding arbitrational award**

Celcom Malaysia Berhad ("**Celcom**") and Technology Resources Industries Berhad ("**TRI**") filed lawsuits at public courts in Kuala Lumpur, Malaysia, against eleven defendants, including DeteAsia Holding GmbH ("**DTAH**"), a subsidiary of Deutsche Telekom AG. The claimants claim damages and compensation in an amount of USD 232 million (plus interest). This amount was enforced by DTAH in 2005 on basis of a final and binding arbitrational award in favour of DTAH. The main first-instance proceedings commenced in January 2018.

### **Other Proceedings**

#### ***Intellectual Property Rights***

Like many other large network operators, Deutsche Telekom is exposed to an increasing number of intellectual property disputes, especially patent litigation. Generally, this leads to a higher risk of having to pay license fees and compensation. Some disputes may even result in cease-and-desist orders, blocking Deutsche Telekom's access to, and ability to use, key network technologies.

#### ***Anti-Trust Proceedings***

Like all companies, Deutsche Telekom Group is subject to the regulations of anti-trust law. Deutsche Telekom and its subsidiaries, joint ventures, and associates are from time to time subject to proceedings under competition law or civil follow-on actions. The following describes major anti-trust proceedings and the resulting claims for damages.

The European Commission decided on 15 October 2014 that Slovak Telekom had abused its market power on the Slovak broadband market and as a result imposed fines on Slovak Telekom and Deutsche Telekom. The fines were paid in January 2015 and on 13 December 2018 the EU General Court significantly reduced the fines while upholding the main infringement. Slovak Telekom and Deutsche Telekom challenged the judgement on 22 February 2019 before the EU Court of Justice. Following the decision of the European Commission, competitors filed damage actions against Slovak Telekom with a civil court in Bratislava. These claims seek compensation for alleged damages due to Slovak Telekom's abuse of a dominant market position, as determined by the European Commission. At present, three claims totalling approx. EUR 174

million plus interest are still pending. At present, Deutsche Telekom cannot assess the financial impact with sufficient certainty.

#### **TREND INFORMATION AND SIGNIFICANT CHANGE IN THE FINANCIAL OR TRADING POSITION**

There has been no significant change in the financial or trading position of the Company and no material adverse change in the prospects of the Company since the date of its last audited consolidated financial statements as of 31 December 2018.

#### **ADDITIONAL INFORMATION**

Deutsche Telekom is a stock corporation organised under the laws of the Federal Republic of Germany. Deutsche Telekom AG, Bonn, is the parent company of Deutsche Telekom's group. Its ordinary shares are traded on the Frankfurt Stock Exchange as well as on other German stock exchanges.

#### **Material Contracts**

In the usual course of Deutsche Telekom's business, it enters into numerous contracts with various other entities. Deutsche Telekom has not entered into any material contracts outside the ordinary course of its business within the past two years.

#### **Main Agreements that Include a Change in Control Clause**

The main agreements entered into by Deutsche Telekom AG that include a clause in the event of a change of control principally relate to bilateral credit lines and several loan agreements. In the event of a change of control, the individual lenders have the right to terminate the credit line and, if necessary, serve notice or demand repayment of the loans. A change of control is assumed when a third party, which can also be a group acting jointly, acquires control over Deutsche Telekom AG.

On 2 November 2016, Deutsche Telekom AG signed a change agreement to the shareholder agreement with the Greek government from 14 May 2008 on Hellenic Telecommunications Organization S.A., Athens, Greece ("**OTE**"). Under this agreement, the Greek government is, under certain circumstances, entitled to acquire all shares in OTE from Deutsche Telekom AG as soon as one (or more) person(s), with the exception of the Federal Republic of Germany, either directly or indirectly acquire(s) 35 per cent. of the voting rights of Deutsche Telekom AG.

In the master agreement establishing the procurement joint venture BuyIn in Belgium, Deutsche Telekom AG and Orange S.A. (formerly France Télécom S.A.)/Atlas Services Belgium S.A. (a subsidiary of Orange S.A.) agreed that if Deutsche Telekom or Orange comes under the controlling influence of a third party or if a third party that is not wholly owned by the Orange group of companies acquires shares in Atlas Services Belgium S.A., the respective other party (Orange and Atlas Services Belgium S.A. only jointly) may terminate the master agreement with immediate effect.

#### **No Statement by the Board of Management on the Dependent Company Report**

In the past three years the Federal Republic of Germany, as minority shareholder of Deutsche Telekom AG, has not anymore represented a majority at the shareholders' meetings. Hence, Deutsche Telekom has refrained from preparing a dependent company report for the fiscal year 2018.

#### **Third Party Information and Statement by Experts and Declaration of any Interest**

Where information, contained in this document, has been sourced from a third party, Deutsche Telekom confirms that to the best of its knowledge this information has been accurately reproduced and that so far as Deutsche Telekom is aware and able to ascertain from information published by such third party no facts have been omitted which would render the reproduced information materially inaccurate or misleading.

## Deutsche Telekom International Finance B.V. as Issuer

### STATUTORY AUDITORS

PricewaterhouseCoopers Accountants N.V., Thomas R. Malthusstraat 5, 1066 JR Amsterdam, The Netherlands have audited Deutsche Telekom International Finance B.V.'s financial statements for the financial years ended 31 December 2018 and 2017 and issued an unqualified auditor's report. PricewaterhouseCoopers Accountants N.V. is included in the public register of audit firms (*Register accountantsorganisaties*).

The financial statements for the years 2018 and 2017 have been prepared in accordance with the International Financial Reporting Standards ("**IFRS**") as adopted by the European Union (EU) as well as in accordance with Part 9 of Book 2 of the Dutch Civil Code.

### GENERAL INFORMATION ABOUT DEUTSCHE TELEKOM INTERNATIONAL FINANCE B.V.

#### History and development of Finance

Deutsche Telekom International Finance ("**Finance**") was incorporated on 30 October 1995 under the laws of The Netherlands and operates under the laws of the Netherlands as a private company with limited liability for an unlimited duration. Finance is a wholly-owned subsidiary of Deutsche Telekom AG. Finance has its corporate seat (*statutaire zetel*) in Maastricht and is registered with the Trade Register (*Kamer van Koophandel*, The Netherlands) under number 33274743. Its office address is Stationsplein 8-K, 6221BT Maastricht, The Netherlands (telephone number: +31 43 7999 050). Deutsche Telekom International Finance B.V.'s Legal Entity Identifier (LEI) is 529900ERDFHS6C1M4U58.

#### Investments

Finance has not conducted any principal investments since the date of the last published financial statements nor does Finance intend making such principal investments in the near future on which the management has already made firm commitments.

### BUSINESS OVERVIEW

Finance is the finance company of Deutsche Telekom. Finance lends money to group companies by raising funds from the capital markets through the issuing of various types of debt instruments, but mainly by issuing bonds.

#### I. Activities

The activities of Finance are in line with the objects stated in § 3 of the Articles of Association of Finance, which are:

- (a) the issue and acquisition of debt instruments issued by Finance or of debt instruments issued by a limited partnership or a general partnership of which Finance is the general partner with full liability;
- (b) to incorporate, to participate in any way whatsoever in, to manage, to supervise businesses and companies; in general and in particular businesses and companies belonging to the Deutsche Telekom concern;
- (c) to finance businesses and companies belonging to the Deutsche Telekom concern;
- (d) to borrow, to lend and to raise funds, including the issue of bonds, promissory notes or other securities or evidence of indebtedness as well as to enter into agreements in connection with aforementioned activities;
- (e) to render advice and services to businesses and companies with which Finance forms a group and to third parties;
- (f) to grant guarantees, to bind Finance and to pledge its assets for obligations of Finance, group companies and/or third parties;
- (g) to trade in currencies, securities and items of property in general,  
and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.



## II. Principal Markets

Since the foundation of Finance in 1995, Finance has issued various notes in the capital markets of Europe and the United States of America.

### ORGANISATIONAL STRUCTURE

Finance is wholly-owned by Deutsche Telekom AG, Bonn, Germany, and has no subsidiaries of its own. It acts as an independent company within The Netherlands. Finance is the financing company of Deutsche Telekom Group. In this position, Finance issues debt instruments in the capital market on its own (but guaranteed by Deutsche Telekom AG) on the basis of the capital needs within Deutsche Telekom Group. In the capital markets, Finance has to compete with other financial institutions and companies for getting best prices for the issue of debt instruments. The net issue proceeds are on-lent to members of Deutsche Telekom Group by concluding loan agreements with the specific Deutsche Telekom Group members.

### SELECTED FINANCIAL INFORMATION OF DEUTSCHE TELEKOM INTERNATIONAL FINANCE B.V.

#### Statement of financial position

thousands of EUR	31 Dec. 2018	31 Dec. 2017
<b>Assets</b>		
Current assets	2,740,295	1,728,341
Non-current assets	33,774,010	30,475,863
<b>Total Assets</b>	<b>36,514,305</b>	<b>32,204,204</b>
<b>Liabilities and shareholder's equity</b>		
Current liabilities	2,716,415	1,712,289
Non-current liabilities	33,524,350	30,229,157
<b>Liabilities</b>	<b>36,240,765</b>	<b>31,941,446</b>
<b>Shareholder's equity</b>	<b>273,540</b>	<b>262,758</b>
<b>Total Liabilities and shareholder's equity</b>	<b>36,514,305</b>	<b>32,204,204</b>

## Statement of comprehensive income

thousands of EUR	2018	2017
Profit (Loss) from financial activities	6,197	(51,471)
(Loss) from operations	(296)	(302)
<b>Profit (Loss) before income taxes</b>	<b>5,901</b>	<b>(51,773)</b>
Income taxes	12,917	12,953
<b>Profit (Loss) after income taxes</b>	<b>18,818</b>	<b>(38,820)</b>
Profit (Loss) attributable to owners:	18,818	(38,820)
Total comprehensive profit (loss) attributable to the owners:	18,818	(38,820)

### SIGNIFICANT CHANGE IN FINANCE'S FINANCIAL OR TRADING POSITION, TREND INFORMATION

There has been no significant change in the financial or trading position of Finance and no material adverse change in the prospects of Finance since the date of its last audited financial statements as of 31 December 2018.

### ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

Finance has both a Supervisory Board and a Board of Managing Directors. These Boards are separate; no individual may be a member of both. Deutsche Telekom, as the sole shareholder of Finance, appoints the members of both the Supervisory Board and the Board of Managing Directors. The Supervisory Board supervises the Board of Managing Directors. The Board of Managing Directors represents Finance and is responsible for its management.

The members of the **Supervisory Board** of Finance are at present as follows:

Stephan Wiemann  
Senior Vice President Treasury, Deutsche Telekom AG

Dr. Christian Dorenkamp  
Vice President Group Tax, Deutsche Telekom AG

Dr. Axel Lützner  
Vice President Legal Affairs, Deutsche Telekom AG

The members of the **Board of Managing Directors** are at present as follows:

Frans Roose  
Markus Schäfer

The members of the Board of Managing Directors accept membership on the Supervisory Boards of other corporations within the limits prescribed by law.

The business address of each member of the Board of Managing Directors of Finance is Stationsplein 8-K, 6221BT Maastricht, The Netherlands.

There are no potential conflicts of interest of the members of the Board of Management and the members of the Supervisory Board of Finance between their respective duties to Finance and their private interests or other duties.

In accordance with European regulations and since Finance is a "public interest entity" the Supervisory Board of Finance is acting as the Audit Committee of Finance. The Audit Committee's area of responsibility is essentially defined by Dutch legislation and the Dutch Corporate Governance Code. Amongst other things the Supervisory Board verifies the independence of the external auditors and monitors any additional services

provided by the external auditors and the monitoring of accounting activities. Finance is subject to the Audit Committee of Deutsche Telekom for matters related to the supervision of the effectiveness of the internal control system, the risk management system, and the internal auditing system which are described under "*Deutsche Telekom AG as Issuer and Guarantor - Directors, Senior Management and Employees*".

#### **MAJOR SHAREHOLDERS**

Finance is a wholly-owned subsidiary of Deutsche Telekom AG.

#### **LEGAL AND ARBITRATION PROCEEDINGS**

Finance is not aware of any governmental, legal or arbitration proceedings pending or threatened against it which may have or have had during the past 12 months, significant effects on Finance and/or Deutsche Telekom Group's financial position or profitability.

#### **ADDITIONAL INFORMATION**

##### **Share Capital**

The issued share capital of Finance amounts to EUR 500,000 and consists of 1,000 shares at a par value of EUR 500. All shares have been issued and are fully paid.

##### **Material Contracts**

In the usual course of its business, Finance enters into numerous contracts with various other entities. Finance has not entered into any material contracts outside the ordinary course of its business within the past two years.

##### **Third Party Information and Statement by Experts and Declaration of any Interest**

Where information, contained in this document, has been sourced from a third party, Finance confirms that to the best of its knowledge this information has been accurately reproduced and that so far as Finance is aware and able to ascertain from information published by such third party no material facts have been omitted which would render the reproduced information inaccurate or misleading.

## Consent to the use of the Prospectus

Each Dealer and/or each further financial intermediary subsequently reselling or finally placing Notes issued under the Programme is entitled to use the Prospectus in the Grand Duchy of Luxembourg, the Republic of Austria, the Federal Republic of Germany, the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland and The Netherlands for the subsequent resale or final placement of the relevant Notes during the respective offer period (as determined in the applicable Final Terms) during which subsequent resale or final placement of the relevant Notes can be made, provided however, that the Prospectus is still valid in accordance with Article 11(2) of the Luxembourg Law which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended. The Issuer accepts responsibility for the information given in this Prospectus also with respect to such subsequent resale or final placement of the relevant Notes.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and on the website of Deutsche Telekom (<http://www.telekom.com/bonds>).

When using the Prospectus, each Dealer and/or relevant further financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions, including with the restrictions specified in the "*Prohibition of Sales to EEA Retail Investors*" legend set out on the cover page of the applicable Final Terms, if any.

**In the event of an offer being made by a Dealer and/or a further financial intermediary the Dealer and/or the further financial intermediary shall provide information to investors on the terms and conditions of the Notes at the time of that offer.**

**Any Dealer and/or a further financial intermediary using the Prospectus shall state on its website that it uses the Prospectus in accordance with this consent and the conditions attached to this consent.**

## General Description of the Programme

Under this EUR 35,000,000,000 Debt Issuance Programme, Deutsche Telekom and Finance may from time to time issue notes, (the "**Notes**"). The maximum aggregate principal amount of the Notes from time to time outstanding under the Programme will not exceed EUR 35,000,000,000 (or its equivalent in any other currency). The Issuers may increase the amount of the Programme in accordance with the terms of the Dealer Agreement (as defined herein) from time to time.

The Guarantor has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due payment of the amounts corresponding to the principal of and interest on the Notes issued by Deutsche Telekom International Finance B.V. The Guarantee will be governed by German law.

The Notes may be issued on a continuing basis to one or more of the Dealers and any additional Dealer appointed under the Programme from time to time by the Issuer(s), which appointment may be for a specific issue or on an ongoing basis. Notes may be distributed by way of offer to the public or private placements and, in each case, on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the relevant Final Terms. Notes may be offered to qualified and non-qualified investors, unless the applicable Final Terms include a legend entitled "*Prohibition of Sales to EEA Retail Investors*".

Notes will be issued in tranches (each a "**Tranche**"), each Tranche consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, except for issue dates, interest commencement dates and/or issue prices may form a series ("**Series**") of Notes. Further Notes may be issued as part of existing Series.

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms save that the minimum denomination of the Notes will be, if in euro, EUR 1,000 and if in any currency other than euro, in an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of the Notes. The minimum denomination of the Notes may be smaller than EUR 1,000 if the Notes are not listed or are listed on an unregulated market and may not be part of any offer to the public. Notes will be issued with a maturity of twelve months or more. The Notes will be freely transferable.

Notes may be issued at an issue price which is at par or at a discount to, or premium over, par. The issue price for Notes to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers during the offer period. Orders will specify a minimum yield and may only be confirmed at or above such yield. The resulting yield will be used to determine an issue price, all to correspond to the yield.

The yield for Notes with fixed interest rates will be calculated by the use of the ICMA method, which determines the effective interest rate of notes taking into account accrued interest on a daily basis.

Unless otherwise permitted by then current laws and regulations, Notes in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom will have a minimum redemption amount of GBP 100,000 (or its equivalent in other currencies), unless such Notes may not be redeemed until on or after the first anniversary of their date of issue.

Application has been made to list Notes issued under the Programme on the official list of and to admit such Notes to trading on the Regulated Market of the Luxembourg Stock Exchange. Under the Programme Notes may also be issued which will not be listed on any Stock Exchange.

Notes will be accepted for clearing through one or more Clearing Systems as specified in the applicable Final Terms. These systems will include those operated by Clearstream Banking AG, Frankfurt am Main (CBF), Clearstream Banking S.A. (CBL) and Euroclear Bank SA/NV (Euroclear). Notes denominated in euro or, as the case may be, such other currency recognised from time to time for the purposes of eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem, are intended to be held in a manner, which would allow Eurosystem eligibility. Therefore, these Notes will initially be deposited upon issue with in the case of (i) a new global note either Clearstream Banking société anonyme, Luxembourg or Euroclear Bank SA/NV as common safekeeper or, (ii) a classical global note Clearstream Banking AG, Frankfurt am Main. It does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

## **Issue Procedures**

The Issuer and the relevant Dealer(s) will agree on the terms and conditions applicable to each Tranche of Notes (the "**Conditions**"). The Conditions will be constituted by the relevant set of Terms and Conditions set forth below as further specified by the provisions of the applicable Final Terms as provided below.

### **Options for sets of Terms and Conditions**

A separate set of Terms and Conditions applies to each type of Notes, as set forth below. The Final Terms provide for the relevant Issuer to choose between the following Options:

- Option I: Terms and Conditions for Notes with fixed interest rates (Option I A as defined in "Incorporation by Reference / Documents on Display");
- Option II: Terms and Conditions for Notes with floating interest rates (Option II A and Option II B, each as defined in "Incorporation by Reference / Documents on Display").

With respect to Notes with fixed interest rates Option I A and with respect to Notes with floating interest rates, Option II A and Option II B are incorporated by reference into this Prospectus for the purpose of a potential increase of Notes outstanding and originally issued prior to the date of this Prospectus.

### **Documentation of the Conditions**

The relevant Issuer may document the Conditions of an individual issue of Notes in either of the following ways:

- The Final Terms shall be completed as set out therein. The Final Terms shall determine which of the Option I or Option II, including certain further options contained therein, respectively, shall be applicable to the individual issue of Notes by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in the Prospectus in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions shall constitute the Conditions, which will be attached to each global note representing the Notes of the relevant Tranche. This type of documentation of the Conditions will be required where the Notes are publicly offered, in whole or in part, or are to be initially distributed, in whole or in part, to non-qualified investors.
- Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I and Option II are applicable to the individual issue by referring to the relevant provisions of the relevant set of Terms and Conditions as set out in the Prospectus only. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in the Prospectus attached.

### **Determination of Options / Completion of Placeholders**

The Final Terms shall determine which of the Option I or Option II shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II contains also certain further options (characterised by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the text of the relevant set of Terms and Conditions as set out in the Prospectus) as well as placeholders (characterised by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

#### *Determination of Options*

The relevant Issuer will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the respective sections of the relevant set of Terms and Conditions as set out in the Prospectus. If the Final Terms do not refer to an alternative or optional provision or such alternative or optional provision is not replicated therein it shall be deemed to be deleted from the Conditions.

#### *Completion of Placeholders*

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In the case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted

in the placeholders of such provisions.

All instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

### **Controlling Language**

As to the controlling language of the respective Conditions, the following applies:

- In the case of Notes (i) publicly offered, in whole or in part, in Germany or (ii) initially distributed, in whole or in part, to non-qualified investors in Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as controlling language, a German language translation of the Conditions will be available during normal business hours from the respective offices of the Paying Agent in Dublin and the Issuer, specified under "*Names and Addresses*" below.
- In other cases the relevant Issuer will elect either German or English to be the controlling language.

## Terms and Conditions

### Introduction

The Terms and Conditions of the Notes (the "**Terms and Conditions**") are set forth below for two options:

Option I comprises the set of Terms and Conditions that apply to Tranches of Notes with fixed interest rates.

Option II comprises the set of Terms and Conditions that apply to Tranches of Notes with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterised accordingly by indicating the respective optional provision through instructions and explanatory notes set out either on the left of or in square brackets within the set of Terms and Conditions.

In the Final Terms the Issuer will determine, which of the Option I or Option II including certain further options contained therein, respectively, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that upon the approval of the Prospectus neither the Issuer nor the Guarantor had knowledge of certain items which are applicable to an individual issue of Notes, this Prospectus contains placeholders set out in square brackets which include the relevant items that will be completed by the Final Terms.

In the case the Final Terms applicable to an individual issue only refer to the further options contained in the set of Terms and Conditions for Option I or Option II, the following applies

[The provisions of the following Terms and Conditions apply to the Notes as completed by the final terms which are attached hereto (the "**Final Terms**"). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and texts set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge during normal business hours at the specified offices of the Paying Agents; provided that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be made available to Holders of such Notes.]

### OPTION I – Terms and Conditions that apply to Notes with fixed interest rates

#### TERMS AND CONDITIONS OF THE NOTES (English Language Version)

##### § 1

#### CURRENCY, DENOMINATION, FORM AND TITLE, CERTAIN DEFINITIONS

(1) *Currency and Denomination.* This Series of Notes of [Deutsche Telekom AG] [Deutsche Telekom International Finance B.V.] (["**Deutsche Telekom**"] ["**Finance**"] or the "**Issuer**") is issued in [**Specified Currency**] (the "**Specified Currency**") in the aggregate principal amount of [**In case the Global Note is an NGN the following applies: (subject to § 1 (6)) [aggregate principal amount]**] (in words: [**aggregate principal amount in words**]) and is divided into [**Number of Notes**] Notes in the denomination of [**Specified Denomination**] (the "**Specified Denomination**").

(2) *Form and Title.* The Notes are in bearer form and represented by a Global Note. Title to the Notes shall pass in accordance with the rules of applicable law.

(3) *Temporary Global Note - Exchange.*

(a) The Notes are initially represented by a temporary global Note (the "**Temporary**



**Global Note**") without coupons. The Temporary Global Note will be exchangeable, as provided below, for Notes in the Specified Denomination represented by a permanent global Note (the "**Permanent Global Note**") without coupons. Definitive Notes and interest coupons will not be issued.

- (b) The Temporary Global Note shall be exchangeable for Notes represented by the Permanent Global Note from a date (the "**Exchange Date**") 40 days after the date of issue of the Temporary Global Note upon delivery by the relevant account holder to the Clearing System, and by the Clearing System to the Fiscal Agent, of certificates in the form acceptable to the Fiscal Agent for such purpose, to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification received on or after the 40<sup>th</sup> day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1(3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in subparagraph (1) of § 5. Any Permanent Global Note delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in subparagraph (1) of § 5).

(4) *Fees Payable on Exchange of Global Notes.* Any exchange of a Global Note pursuant to this § 1 shall be made free of charge to the Holders of the Notes.

(5) *Execution of Notes.* Global Notes shall be executed manually on behalf of the Issuer by two authorised representatives of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent.

(6) *Clearing System.* Each Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied.

"**Clearing System**" means [If more than one Clearing System, the following applies: each of] [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany ("**CBF**") [,] [and] [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg ("**CBL**"), Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium ("**Euroclear**"), (CBL and Euroclear each an "**ICSD**" and together the "**ICSDs**")] and any successor in such capacity.

In the case of Notes kept in custody on behalf of the ICSDs and the global note is an NGN the following applies

[The Notes are issued in new global note ("**NGN**") form and are kept in custody by a common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.]

[In the case the Temporary Global Note is an NGN the following applies: On an exchange of a portion only of the Notes represented by a Temporary Global Note, the

In the case of Notes kept in custody on behalf of the ICSDs and the global note is a CGN the following applies

Issuer shall procure that details of such exchange shall be entered pro rata in the records of the ICSDs.]

[The Notes are issued in classical global note ("CGN") form and are kept in custody by a common depository on behalf of both ICSDs.]

(7) *Certain Definitions.* For purposes of the Terms and Conditions:

"**Global Note**" means the Temporary Global Note or the Permanent Global Note.

"**Holder**" means, in respect of Notes deposited with any Clearing System or other central securities depository, any holder of a proportionate co-ownership or other beneficial interest or right in the Notes so deposited, and otherwise the bearer of a Note.

"**Paying Agent**" means the Fiscal Agent in its capacity as paying agent, acting through its office specified in § 7, the Paying Agent(s) specified in § 7, or any substitute or additional paying agent appointed under § 7.

References herein to the "*Notes*" are references to Notes of this Series and shall, as the context requires, include reference to any Global Note.

References herein to the "*Specified Currency*" shall include any successor currency provided for by the laws in force in the jurisdiction where the Specified Currency is issued or pursuant to intergovernmental agreement or treaty (a "**Successor Currency**") to the extent that payment in the predecessor currency is no longer a legal means of payment by the Issuer on the Notes [**In the case of Notes issued by Finance the following applies:** or, in the event of payments under the Guarantee by the Guarantor].

If § 12 on Amendment of the Terms and Conditions and Holders' Representative applies, the following applies

[(8) *Referenced Conditions.* The Terms and Conditions fully refer to the provisions set out in Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated 18 April 2019 (the "**Agency Agreement**") between Deutsche Telekom AG, Deutsche Telekom International Finance B.V. and Citibank Europe plc acting as Fiscal Agent and Paying Agent (on display under [www.bourse.lu](http://www.bourse.lu)) containing primarily the procedural provisions regarding resolutions of Holders.]

## § 2 STATUS

The Notes constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer.

## § 3 NEGATIVE PLEDGE OF THE ISSUER [**In the case of Notes issued by Finance the following applies:**, **GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR**]

[(1)] *Negative Pledge.* So long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness issued or guaranteed by the Issuer or by any other person, without at the same time having the Holders share equally and rateably in such security. "**Capital Market Indebtedness**" means any obligation for the payment of borrowed money which is in the form of, or represented or evidenced by, a certificate of indebtedness or in the form of, or represented or evidenced by, bonds, notes or other securities which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognised securities market. For the purposes of avoiding any doubt in respect of asset-backed financings originated by the Issuer, the expression "*assets*" as used in this § 3 does not include assets of the Issuer that

In the case of  
Notes issued by  
Finance the  
following applies

are sold on a non-recourse basis determined in accordance with the civil law applicable to such transaction.

[(2) *Guarantee and Negative Pledge of the Guarantor.* The Guarantor has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined above) issued or guaranteed by the Guarantor or by any other person, without at the same time having the Holders share equally and rateably in such security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 of the German Civil Code, giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor. For the purposes of avoiding any doubt in respect of asset-backed financings originated by the Guarantor, the expression "assets" as used in this § 3 does not include assets of the Guarantor that are sold on a non-recourse basis determined in accordance with the civil law applicable to such transactions. Copies of the Guarantee and Negative Pledge may be obtained free of charge during normal business hours at the specified offices of each of the Paying Agents, if any.]

#### § 4 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes bear interest on their aggregate principal amount at the rate of **[Rate of Interest]** per cent. *per annum* from (and including) **[Interest Commencement Date]** to (but excluding) the Maturity Date (as defined in § 6(1)). Interest shall be payable in arrears on **[Fixed Interest Date(s)]** in each year (each such date, an "**Interest Payment Date**"). The first payment of interest shall be made on **[First Interest Payment Date]** **[If First Interest Payment Date is not the first anniversary of the Interest Commencement Date the following applies:** and will amount to **[Initial Broken Amount per Specified Denomination]** per Specified Denomination]. **[If Maturity Date is not a Fixed Interest Date the following applies:** Interest in respect of the period from (and including) **[Fixed Interest Date preceding the Maturity Date]** to (but excluding) the Maturity Date will amount to **[Final Broken Amount per Specified Denomination]** per Specified Denomination.]

(2) *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes until the expiry of the day preceding the day of actual redemption of the Notes at the default rate of interest established by law.<sup>1</sup>

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

(4) *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**")

[the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.]

In the case of  
Actual/Actual  
(ICMA Rule 251)  
with annual  
interest payments  
(excluding the  
case of short or

<sup>1</sup> The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 paragraph 1, 247 BGB (German Civil Code).

long coupons) the following applies

In the case of Actual/Actual (ICMA Rule 251) with annual interest payments (including the case of short coupons) the following applies

[the number of days in the Calculation Period divided by the number of days in the Reference Period in which the Calculation Period falls.]

In the case of Actual/Actual (ICMA Rule 251) with two or more constant interest periods within an interest year (including the case of short coupons) the following applies

[the number of days in the Calculation Period divided by the product of (1) the number of days in the Reference Period in which the Calculation Period falls and (2) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year.]

In the case of Actual/Actual (ICMA Rule 251) is applicable and if the Calculation Period is longer than one Reference Period (long coupon) the following applies

[the sum of:

- (a) the number of days in such Calculation Period falling in the Reference Period in which the Calculation Period begins divided by **[In the case of Reference Periods of less than one year the following applies:** the product of (x)] the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies:** and (y) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year]; and
- (b) the number of days in such Calculation Period falling in the next Reference Period divided by **[In the case of Reference Periods of less than one year the following applies:** the product of (x)] the number of days in such Reference Period **[In the case of Reference Periods of less than one year the following applies:** and (y) the number of Interest Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year].]

The following applies for all options of Actual/Actual (ICMA Rule 251) except for option Actual/Actual (ICMA Rule 251) with annual interest payments (excluding the case of short or long coupons)

**["Reference Period"** means the period from (and including) the Interest Commencement Date to, but excluding, the first Interest Payment Date or from (and including) each Interest Payment Date to, but excluding the next Interest Payment Date. **[In the case of a short first or last Calculation Period the following applies:** For the purposes of determining the relevant Reference Period only, **[deemed Interest Payment Date]** shall be deemed to be an Interest Payment Date.] **[In the case of a long first or last Calculation Period the following applies:** For the purposes of determining the relevant Reference Period only, **[deemed Interest Payment Dates]** shall each be deemed to be an Interest Payment Date.]

In the case of 30/360, 360/360 or Bond Basis the following applies

[the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

In the case of 30E/360 or Eurobond Basis the following applies

[the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period.)]

## § 5 PAYMENTS

(1) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (3) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System outside the United States.

For purposes of subparagraph (3) of § 1 and this § 5, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

(2) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (3), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System outside the United States.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (3), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, outside the United States, upon due certification as provided in § 1(3)(b).

(3) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(4) *Discharge* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is a day (other than a Saturday or a Sunday)

In the case of Notes not denominated in EUR the following applies

[on which commercial banks and foreign exchange markets settle payments in **[relevant financial centre(s)]** [.] [and]]

In the case the Clearing System and TARGET shall be open the following applies

[on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") are operational to forward the relevant payment.]

(6) *References to Principal and Interest.* Reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; **[If redeemable at the option of Issuer for other than taxation reasons the following applies:** the Call Redemption Amount of the Notes,] **[If redeemable at the option of the Holder the following applies:** the Put Redemption Amount of the Notes,] and any premium and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 8.

(7) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

## § 6 REDEMPTION

(1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on **[Maturity Date]** (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

In the case of  
Notes issued by  
Deutsche Telekom  
the following  
applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of Germany or any political subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after **[Issue Date]**, the Issuer will become obligated to pay Additional Amounts (as defined in § 8 herein) and this obligation cannot be avoided by the use of measures reasonably available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with **[§ 14]** to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice of redemption shall be given in accordance with **[§ 14]**. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.]

In the case of  
Notes issued by  
Finance the  
following applies

[(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of The Netherlands or Germany or any political subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after **[Issue Date]**, the Issuer or the Guarantor being unable for reasons outside its control to procure payment by the Issuer, will become obligated to pay Additional Amounts (as defined in § 8 herein and in the Guarantee, respectively) and this obligation cannot be avoided by the use of measures reasonably available to the Issuer or the Guarantor, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with **[§ 14]** to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice of redemption shall be given in accordance with **[§ 14]**. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.]

In case the Notes

[(3) *Early Redemption at the Option of the Issuer.*

are subject to Early Redemption at the option of the Issuer at specified Call Redemption Amounts the following applies

- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Call Redemption Date(s) at the Call Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Call Redemption Date.

Call Redemption Date(s)	Call Redemption Amount(s)
<b>[Call Redemption Date(s)]</b>	<b>[Call Redemption Amounts]</b>
[ ]	[ ]
[ ]	[ ]

**[In case the Notes are subject to Early Redemption at the Option of the Holder the following applies:** The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph ([4]) of this § 6.]

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with [§ 14] and to the Fiscal Agent (the notice to the Fiscal Agent to be given not less than 7 days before the giving of notice to the Holders). Such notice shall specify:
- (i) the Series of Notes subject to redemption;
  - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of and, if the Notes are represented by Definitive Notes, the serial numbers of the Notes which are to be redeemed; and
  - (iii) the Call Redemption Date, which shall be not less than 15 nor more than 30 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, the Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]

In case the Notes are subject to Early Redemption at the Option of a Holder at specified Put Redemption Amounts the following applies

**[[4)] Early Redemption at the Option of a Holder.**

- (a) The Issuer shall, upon the exercise of the relevant option by the Holder of any Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Put Redemption Date(s)	Put Redemption Amount(s)
<b>[Put Redemption Date(s)]</b>	<b>[Put Redemption Amounts]</b>
[ ]	[ ]
[ ]	[ ]

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of its option to redeem such Note under paragraph (2) **[If Notes are subject to Early Redemption at the Option of the Issuer the following applies:** or (3)] of this § 6.

- (b) In order to exercise such option, the Holder must, not less than 15 days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Notice (as defined below), send to the specified office of any Paying Agent an duly early redemption notice in text format (*Textform*, e.g. by email or fax), in written form or in such other form as acceptable to the Fiscal Agent and in accordance with the rules and procedures of the relevant Clearing

System ("**Put Notice**"). In the event that the Put Notice is received after 5:00 p.m. Frankfurt time on the [**Minimum Notice to Issuer**] day before the Put Redemption Date, the option shall not have been validly exercised. The Put Notice must specify (i) the total principal amount of the Notes in respect of which such option is exercised[,] [and] (ii) the securities identification numbers of such Notes, if any [**In the case the Global Note is kept in custody by CBF, the following applies:** and (iii) contact details as well as a bank account]. The Put Notice may be in the form available from the specified offices of the Fiscal Agent [and the Paying Agent[s]] in the German and English language and includes further information. No Note so deposited and option so exercised may be withdrawn or revoked.]

## § 7

### FISCAL AGENT AND PAYING AGENT

(1) *Appointment; Specified Offices.* The initial Fiscal Agent and Paying Agent and their respective initial specified offices are:

Fiscal Agent and	Citibank Europe plc
Paying Agent:	1 North Wall Quay
	Dublin 1
	Ireland

The Fiscal Agent and the Paying Agent reserve the right at any time to change their respective specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent and to appoint another Fiscal Agent or additional or other Paying Agent. The Issuer shall at all times maintain [(i)] a Fiscal Agent [**In the case of Notes denominated in U.S. dollars the following applies:** and (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined in § 5(1) hereof) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with [§ 14].

(3) *Agent of the Issuer.* The Fiscal Agent and the Paying Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

## § 8

### TAXATION

In the case of  
Notes issued by  
Deutsche Telekom  
the following  
applies

[Principal and interest shall be payable by the Issuer without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of Germany or by or on behalf of any political subdivision or authority therein having power to tax (hereinafter together called "**Withholding Taxes**"), unless such deduction or withholding is required by law. In such event, the Issuer shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Holder after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required. No such additional amounts shall, however, be payable on account of any taxes, duties or governmental charges which

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, Germany; or



- (c) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with such directive, regulation, treaty or understanding; or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for, and notice thereof is published in accordance with the Terms and Conditions whichever occurs later.]

In the case of  
Notes issued by  
Finance the  
following applies

[Principal and interest shall be payable by the Issuer without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of The Netherlands or Germany or by or on behalf of any political subdivision or authority therein having power to tax (hereinafter together called "**Withholding Taxes**"), unless such deduction or withholding is required by law. In such event, the Issuer shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Holder after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required. No such additional amounts shall, however, be payable on account of any taxes, duties or governmental charges which

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, The Netherlands or Germany; or
- (c) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which Germany, The Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with such directive, regulation, treaty or understanding; or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for, and notice thereof is published in accordance with the Terms and Conditions whichever occurs later.]

#### § 9

#### PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 BGB (German Civil Code) is reduced to ten years for the Notes.

#### § 10

#### ACCELERATION

In the case of  
Notes issued by  
Deutsche Telekom  
the following  
applies

[(1) *Right of Acceleration.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount, together with accrued interest (if any) to the date of repayment, in the event that any of the following events (each, an "**Acceleration Event**") occurs:

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such

failure continues for more than 60 days after the Issuer has received notice thereof from a Holder, or

- (c) any Capital Market Indebtedness (as defined in § 3(1)) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 25,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or suretyship given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days after the guarantee or suretyship has been invoked, unless the Issuer, shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted therefor is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer, or the Issuer applies for or institutes such proceedings, or
- (f) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer, as the case may be, in connection with this issue, or
- (g) any governmental order, decree or enactment shall be made in or by Germany whereby the Issuer is prevented from observing and performing in full its obligations as set forth in these Terms and Conditions and this situation is not cured within 90 days.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum.* In the events specified in § 10 subparagraph (1)(b) or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 10 subparagraph (1)(a), (1)(d), (1)(e), (1)(f) or (1)(g) entitling Holders to declare their Notes due has occurred, become effective only when the Issuer has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Form of Notice.* Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a declaration in text format (*Textform*, e.g. by email or fax) or in written form delivered to the specified office of the Issuer or the Fiscal Agent.]

In the case of  
Notes issued by  
Finance the  
following applies

[(1) *Right of Acceleration.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount, together with accrued interest (if any) to the date of repayment, in the event that any of the following events (each, an "**Acceleration Event**") occurs:

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee referred to in § 3 which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 60 days after the Issuer has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 3(1)) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 25,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or suretyship given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days after the guarantee or suretyship has been invoked, unless the Issuer, or the Guarantor shall contest in

good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted therefor is enforced on behalf of or by the creditor(s) entitled thereto, or

- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer or the Guarantor, or the Issuer or the Guarantor applies for or institutes such proceedings, or the Issuer applies for a "*surseance van betaling*" (within the meaning of the Statute of Bankruptcy of The Netherlands), or
- (f) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with this issue, or
- (g) any governmental order, decree or enactment shall be made in or by The Netherlands or Germany whereby the Issuer or the Guarantor is prevented from observing and performing in full its obligations as set forth in these Terms and Conditions and in the Guarantee, respectively, and this situation is not cured within 90 days, or
- (h) the Guarantee ceases to be valid and legally binding for any reason whatsoever.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in § 10 subparagraph (1)(b) or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 10 subparagraph (1)(a), (1)(d), (1)(e), (1)(f) (1)(g) or (1)(h) entitling Holders to declare their Notes due has occurred, become effective only when the Issuer has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Form of Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a declaration in text format (*Textform*, e.g. by email or fax) or in written form delivered to the specified office of the Issuer or the Fiscal Agent.]

## § 11 SUBSTITUTION

In the case of  
Notes issued by  
Deutsche Telekom  
the following  
applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any Subsidiary (as defined below) of it as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the Specified Currency and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes and such guarantee contains a covenant by the guarantor corresponding to the provisions in § 3; and
- (d) it is guaranteed that the obligations of the Issuer from the Guarantee and the Negative Pledge of the Debt Issuance Programme of the Issuers [If the provisions with respect to resolutions of holders are applicable, the following applies: (of which the provisions set out below in [§ 12] applicable to the Notes shall apply *mutatis mutandis*)] apply also to the Notes of the Substitute

Debtor.

For purposes of these Terms and Conditions "**Subsidiary**" shall mean any corporation or partnership in which Deutsche Telekom directly or indirectly in the aggregate holds not less than 90 per cent. of the capital of any class or of the voting rights.

(2) *Notice.* Any notice of such substitution shall be published in accordance with [§ 14].

(3) *References.* In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

In the case of  
Notes issued by  
Finance the  
following applies

[(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer either the Guarantor or any Subsidiary (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the Specified Currency and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes; and
- (c) the Guarantor if it is not itself the Substitute Debtor irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes, such guarantee being substantially in the form of the Guarantee.

For purposes of these Terms and Conditions "**Subsidiary**" shall mean any corporation or partnership in which Deutsche Telekom directly or indirectly in the aggregate holds not less than 90 per cent. of the capital of any class or of the voting rights.

(2) *Notice.* Any notice of such substitution shall be published in accordance with [§ 14].

(3) *References.* In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

If the Notes  
provide for  
Resolutions of  
Holders the  
following applies

## [§ 12

### AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE [In the case of Notes Issued by Deutsche Telekom Finance the following applies:, AMENDMENT OF THE GUARANTEE]

(1) *Amendment of the Terms and Conditions.* In accordance with the Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which

are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Resolution of Holders.* Resolutions of Holders shall be passed at the election of the Issuer by vote taken without a meeting in accordance with § 18 SchVG or in a Holder's meeting in accordance with § 9 SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holdings' Representative.*

**[If no Holders' Representative is designated in the Terms and Conditions, the following applies:** The Holders may by majority resolution appoint a common representative (the "**Holdings' Representative**") to exercise the Holders' rights on behalf of each Holder.]

**[If the Holdings' Representative is appointed in the Terms and Conditions, the following applies:** The common representative (the "**Holdings' Representative**") shall be [**Holdings' Representative**]. The liability of the Holdings' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holdings' Representative has acted willfully or with gross negligence.]

The Holdings' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holdings' Representative shall comply with the instructions of the Holders. To the extent that the Holdings' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holdings' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holdings' Representative.

(7) *Amendment of the Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to any guarantee provided in relation to the Notes.]

### [§ 13]

#### FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

### [§ 14]

#### NOTICES

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange the following applies

(2) *Notification to Clearing System.* So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1) shall apply. If the Rules of the Luxembourg Stock Exchange so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(2)][(3)] *Form of Notice.* Notices to be given by any Holder shall be made by means of a declaration in text format (*Textform*, e.g. by email or fax) or in written form to be lodged together with an evidence of the Holder's entitlement in accordance with [§ 15[(5)]] to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

#### [§ 15]

#### APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Place of Performance.* Place of performance shall be Frankfurt am Main.

(3) *Submission to Jurisdiction.* The non-exclusive place of jurisdiction for all legal proceedings arising out of or in connection with the Notes shall be Frankfurt am Main. **[In the case of Notes issued by Finance the following applies:** Each Holder, however, may pursue his claims also before any other court of competent jurisdiction.] The German courts shall have non-exclusive jurisdiction over the annulment of lost or destroyed Notes. The Issuer hereby submits to the jurisdiction of the courts referred to in this subparagraph.

In the case of Notes issued by Finance the following applies

[(4) *Appointment of Authorised Agent.* For any legal disputes or other proceedings before German courts, the Issuer appoints Deutsche Telekom, as its authorised agent for service of process in Germany.]

[(5)] *Enforcement.* Any Holder of Notes through a Clearing System may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global or definitive form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global Note or Definitive Note. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.

#### [§ 16]

#### LANGUAGE

If the Terms and Conditions are to be in the German language with an

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

**English language translation the following applies**

**If the Terms and Conditions are to be in the English language with a German language translation the following applies**

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

**If the Terms and Conditions are to be in the English language only, the following applies**

[These Terms and Conditions are written in the English language only.]

**In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-qualified investors in Germany with English language Terms and Conditions, the following applies**

*[Eine deutsche Übersetzung der Anleihebedingungen wird bei der Deutsche Telekom Aktiengesellschaft, Friedrich-Ebert-Allee 140, 63105 Bonn, Deutschland, und [der] [den] Zahlstelle[n] zur kostenlosen Ausgabe bereitgehalten.]*

**OPTION II – Terms and Conditions that apply to Notes with floating interest rates**

**TERMS AND CONDITIONS OF THE NOTES  
(English Language Version)**

**§ 1**

**CURRENCY, DENOMINATION, FORM AND TITLE, CERTAIN DEFINITIONS**

(1) *Currency and Denomination.* This Series of Notes of [Deutsche Telekom AG] [Deutsche Telekom International Finance B.V.] (**"Deutsche Telekom"**) (**"Finance"**) or the **"Issuer"**) is issued in [**Specified Currency**] (the **"Specified Currency"**) in the aggregate principal amount of [**In case the Global Note is an NGN the following applies: (subject to § 1 (6))**] [**aggregate principal amount**] (in words: [**aggregate principal amount in words**]) and is divided into [**Number of Notes**] Notes in the denomination of [**Specified Denomination**] (the **"Specified Denomination"**).

(2) *Form and Title.* The Notes are in bearer form and represented by a Global Note. Title to the Notes shall pass in accordance with the rules of applicable law.

(3) *Temporary Global Note - Exchange.*

(a) The Notes are initially represented by a temporary global Note (the **"Temporary Global Note"**) without coupons. The Temporary Global Note will be exchangeable, as provided below, for Notes in the Specified Denomination represented by a permanent global Note (the **"Permanent Global Note"**) without coupons. Definitive Notes and interest coupons will not be issued.

(b) The Temporary Global Note shall be exchangeable for Notes represented by the Permanent Global Note from a date (the **"Exchange Date"**) 40 days after the date of issue of the Temporary Global Note upon delivery by the relevant account holder to the Clearing System, and by the Clearing System to the Fiscal Agent, of certificates in the form acceptable to the Fiscal Agent for such purpose, to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding through such financial institutions) as required by U.S. tax law. Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification received on or after the 40<sup>th</sup> day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note pursuant to this subparagraph (b) of this § 1 (3). Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in subparagraph (1) of § 5). Any Permanent Global Note delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in subparagraph (1) of § 5).

(4) *Fees Payable on Exchange of Global Notes.* Any exchange of a Global Note pursuant to this § 1 shall be made free of charge to the Holders of the Notes.

(5) *Execution of Notes.* Global Notes shall be executed manually on behalf of the Issuer by two authorised representatives of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent.

(6) *Clearing System.* Each Global Note representing the Notes will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied

**"Clearing System"** means [**If more than one Clearing System, the following applies: each of**] [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Federal Republic of Germany (**"CBF"**)] [,] [and] [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Grand Duchy of Luxembourg (**"CBL"**)], Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brussels, Belgium (**"Euroclear"**)], (CBL and Euroclear each an **"ICSD"** and together the **"ICSDs"**)] and any successor in such capacity.

In the case of

[The Notes are issued in new global note (**"NGN"**) form and are kept in custody by a



Notes kept in custody on behalf of the ICSDs and the global note is an NGN the following applies

common safekeeper on behalf of both ICSDs.

The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered *pro rata* in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.]

**[In the case the Temporary Global Note is an NGN the following applies:** On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered *pro rata* in the records of the ICSDs.]

In the case of Notes kept in custody on behalf of the ICSDs and the global note is a CGN the following applies

[The Notes are issued in classical global note ("**CGN**") form and are kept in custody by a common depository on behalf of both ICSDs.]

(7) *Certain Definitions.* For purposes of the Terms and Conditions:

"**Global Note**" means the Temporary Global Note or the Permanent Global Note.

"**Holder**" means, in respect of Notes deposited with any Clearing System or other central securities depository, any holder of a proportionate co-ownership or other beneficial interest or right in the Notes so deposited, and otherwise the bearer of a Note.

"**Paying Agent**" means the Fiscal Agent in its capacity as paying agent, acting through its office specified in § 7, the Paying Agent(s) specified in § 7, or any substitute or additional paying agent appointed under § 7.

References herein to the "*Notes*" are references to Notes of this Series and shall, as the context requires, include reference to any Global Note.

References herein to the "*Specified Currency*" shall include any successor currency provided for by the laws in force in the jurisdiction where the Specified Currency is issued or pursuant to intergovernmental agreement or treaty (a "**Successor Currency**") to the extent that payment in the predecessor currency is no longer a legal means of payment by the Issuer on the Notes **[In the case of Notes issued by Finance the following applies:** or, in the event of payments under the Guarantee by the Guarantor].

If § 12 on Amendment of the Terms and Conditions and Holders' Representative applies, the following applies

[(8) *Referenced Conditions.* The Terms and Conditions fully refer to the provisions set out in Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated 18 April 2019 (the "**Agency Agreement**") between Deutsche Telekom AG, Deutsche Telekom International Finance B.V. and Citibank Europe plc acting as Fiscal Agent and Paying Agent (on display under [www.bourse.lu](http://www.bourse.lu)) containing primarily the procedural provisions regarding resolutions of Holders.]

**§ 2  
STATUS**

The Notes constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer.

**§ 3  
NEGATIVE PLEDGE OF THE ISSUER [In the case of Notes issued by Finance  
the following applies:, GUARANTEE AND NEGATIVE PLEDGE OF THE  
GUARANTOR]**

[(1)] *Negative Pledge.* So long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Issuer undertakes not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness issued or guaranteed by the Issuer or by any other person, without at the same time having the Holders share equally and rateably in such security. "**Capital Market Indebtedness**" means any obligation for the payment of borrowed money which is in the form of, or represented or evidenced by, a certificate of indebtedness or in the form of, or represented or evidenced by, bonds, notes or other securities which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognised securities market. For the purposes of avoiding any doubt in respect of asset-backed financings originated by the Issuer, the expression "*assets*" as used in this § 3 does not include assets of the Issuer that are sold on a non-recourse basis determined in accordance with the civil law applicable to such transaction.

In the case of  
Notes issued by  
Finance the  
following applies

[(2)] *Guarantee and Negative Pledge of the Guarantor.* The Guarantor has given its unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Negative Pledge**"), so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined above) issued or guaranteed by the Guarantor or by any other person, without at the same time having the Holders share equally and rateably in such security. The Guarantee and Negative Pledge constitute a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 of the German Civil Code, giving rise to the right of each Holder to require performance of the Guarantee and the Negative Pledge directly from the Guarantor and to enforce the Guarantee and the Negative Pledge directly against the Guarantor. For the purposes of avoiding any doubt in respect of asset-backed financings originated by the Guarantor, the expression "*assets*" as used in this § 3 does not include assets of the Guarantor that are sold on a non-recourse basis determined in accordance with the civil law applicable to such transactions. Copies of the Guarantee and Negative Pledge may be obtained free of charge during normal business hours at the specified offices of each of the Paying Agents, if any.]

**§ 4  
INTEREST**

(1) *Interest Payment Dates.*

(a) The Notes bear interest on their aggregate principal amount from (and including) [**Interest Commencement Date**] (the "**Interest Commencement Date**"). Interest on the Notes shall be payable on each Interest Payment Date.

"**Interest Payment Date**" means

[each [**Specified Interest Payment Dates**].]

In the case of  
Specified  
Interest Payment  
Dates the  
following applies

In the case of Specified Interest Periods the following applies

[each date which (except as otherwise provided in these Terms and Conditions) falls [number] [weeks] [months] [other specified period(s)] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.]

(b) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be:

In the case of the Modified Following Business Day Convention the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the Interest Payment Date shall be brought forward to the immediately preceding Business Day.]

In the case of the FRN Convention the following applies

[postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [number] [months] after the preceding applicable Interest Payment Date.]

In the case of the Following Business Day Convention the following applies

[postponed to the next day which is a Business Day.]

In the case of the Preceding Business Day Convention the following applies

[brought forward to the immediately preceding Business Day.]

"Business Day" means a day

In the case the Specified Currency is not EUR the following applies

[(other than a Saturday or a Sunday) on which commercial banks are generally open for business in, and foreign exchange markets settle payments in [relevant financial centre(s)] [.] [and]]

In the case the Clearing System and TARGET shall be open, the following applies

[on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("TARGET") are open to effect the relevant payment.]

In the case the offered quotation for deposits in the Specified Currency is EURIBOR the following applies

[(2) *Rate of Interest.* The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11.00 a.m. (Brussels time) on the Interest Determination Date (as defined below) [In case of a Margin the following applies: [plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent.

"Interest Period" means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

"Interest Determination Date" means the second TARGET Business Day prior to the commencement of the relevant Interest Period. "**TARGET Business Day**" means a day on which the Trans-European Automated Real-time Gross Settlement Transfer system 2 ("TARGET") is open.

**[In case of a Margin the following applies: "Margin" means [Margin] per cent. *per annum*.]**

**"Screen Page"** means, Reuters screen page EURIBOR01 or any successor page.

If the Screen Page is not available or if, no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period to prime banks in the Euro-Zone interbank market at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations **[In case of a Margin the following applies: [plus] [minus] the Margin]**, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005, being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the interbank market in the Euro-Zone, selected by the Issuer acting in good faith, at which such banks offer, as at 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks **[In case of a Margin the following applies: [plus] [minus] the Margin]**.

**"Euro-Zone"** means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992), the Amsterdam Treaty of 2 October 1997 and the Treaty of Lisbon of 13 December 2007, as further amended from time to time.

As used herein, **"Reference Banks"** means four major banks selected by the Issuer in the interbank market in the Euro-Zone.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed **[[plus] [minus] the Margin (as defined above)]**, all as determined by the Calculation Agent.]

**In the case the offered quotation for deposits in the Specified Currency is LIBOR the following applies**

**[(2) Rate of Interest.** The rate of interest (the **"Rate of Interest"**) for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for that Interest Period which appears on the Screen Page as of 11.00 a.m. (London time) on the Interest Determination Date (as defined below) **[In case of a Margin the following applies: [plus] [minus] the Margin (as defined below)]**, all as determined by the Calculation Agent.

**"Interest Period"** means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

**"Interest Determination Date"** means the **[first] [second] [relevant financial centre(s)] Business Day** prior to the commencement of the relevant Interest Period, **"[relevant financial centre(s)] Business Day"** means a day which is a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency) in **[relevant financial**

centre(s)].

[In case of a Margin the following applies: "Margin" means [Margin] per cent. *per annum*.]

"Screen Page" means Reuters screen page [LIBOR01][LIBOR02] or any successor page.

If the Screen Page is not available or if, no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for deposits in the Specified Currency for the relevant Interest Period to leading banks in the London interbank market at approximately 11.00 a.m. (London time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards) of such offered quotations [In case of a Margin the following applies: [plus] [minus] the Margin], all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one hundred-thousandth of a percentage point, with 0.000005, being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by major banks in the London interbank market, selected by the Calculation Agent acting in good faith, at which such banks offer, as at 11.00 a.m. (London time) on the relevant Interest Determination Date, loans in the Specified Currency for the relevant Interest Period and in a representative amount to leading European banks [In case of a Margin the following applies: [plus] [minus] the Margin].

As used herein, "Reference Banks" means four major banks in the London interbank market.

If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this subparagraph (2), the Rate of Interest shall be the offered quotation on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such offered quotation was displayed [[plus] [minus] the Margin (as defined above)], all as determined by the Calculation Agent.]

In the case of a Minimum Rate of Interest the following applies

[(3) *Minimum Rate of Interest*. If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than [Minimum Rate of Interest], the Rate of Interest for such Interest Period shall be [Minimum Rate of Interest].]

In the case of a Maximum Rate of Interest the following applies

[(3) *Maximum Rate of Interest*. If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than [Maximum Rate of Interest], the Rate of Interest for such Interest Period shall be [Maximum Rate of Interest].]

[(4)] *Interest Amount*. The Calculation Agent will, on or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Notes in respect of the Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the Specified Denomination and rounding the resultant figure to the nearest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

[(5)] *Notification of Rate of Interest and Interest Amount*. The Calculation Agent will cause notification of the Rate of Interest and each Interest Amount for each Interest Period and of the applicable Interest Payment Date to the Issuer [In the case of

**Notes issued by Finance the following applies:** and to the Guarantor] and to the Holders in accordance with [§ 14] as soon as possible after their determination, but in no event later than the fourth [TARGET] [relevant financial centre(s)] Business Day (as defined in § 4(2)) thereafter and, if required by the rules of such stock exchange, to any stock exchange on which the Notes are from time to time listed as soon as possible after their determination, but in no event later than the first day of the applicable Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any stock exchange on which the Notes are for the time being listed and to the Holders in accordance with [§ 14].

[(6)] *Determinations Binding.* All certificates, communications, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 4 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, **[In the case of Notes issued by Finance the following applies:** the Guarantor,] the Fiscal Agent, the Paying Agents and the Holders.

[(7)] *Accrual of Interest.* The Notes shall cease to bear interest from the expiry of the day preceding the day on which they are due for redemption. If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue on the outstanding aggregate principal amount of the Notes beyond the due date until the expiry of the day preceding the day of actual redemption of the Notes. The applicable Rate of Interest will be the default rate of interest established by law.<sup>1</sup>

[(8)] *Day Count Fraction.* "**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (the "**Calculation Period**")

In the case of  
Actual/365  
(Fixed) the  
following applies

[the actual number of days in the Calculation Period divided by 365.]

In the case of  
Actual/360 the  
following applies

[the actual number of days in the Calculation Period divided by 360.]

## § 5 PAYMENTS

(1) *Payment of Principal.* Payment of principal in respect of Notes shall be made, subject to subparagraph (3) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System outside the United States.

For purposes of subparagraph (3) of § 1 and this § 5, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

(2) *Payment of Interest.* Payment of interest on Notes shall be made, subject to subparagraph (3), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System outside the United States.

Payment of interest on Notes represented by the Temporary Global Note shall be made, subject to subparagraph (3), to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, outside the United States, upon due certification as provided in § 1(3)(b).

(3) *Manner of Payment.* Subject to (i) applicable fiscal and other laws and regulations and (ii) any withholding or deduction required pursuant to an agreement described in

<sup>1</sup> The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time, §§ 288 paragraph 1, 247 BGB (German Civil Code).

Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto, payments of amounts due in respect of the Notes shall be made in the Specified Currency.

(4) *Discharge*. The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(5) *Payment Business Day*. If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder, subject to § 4(1), shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is a Business Day.

(6) *References to Principal and Interest*. Reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; and any premium and any other amounts which may be payable under or in respect of the Notes. Reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 8.

(7) *Deposit of Principal and Interest*. The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

## § 6 REDEMPTION

(1) *Redemption at Maturity*. Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on the Interest Payment Date falling in [**Redemption Month**] (the "**Maturity Date**"). The "**Final Redemption Amount**" in respect of each Note shall be its principal amount.

[(2) *Early Redemption for Reasons of Taxation*. If as a result of any change in, or amendment to, the laws or regulations of Germany or any political subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after [**Issue Date**], the Issuer will become obligated to pay Additional Amounts (as defined in § 8 herein) and this obligation cannot be avoided by the use of measures reasonably available to the Issuer, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with [§ 14] to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.

Any such notice of redemption shall be given in accordance with [§ 14]. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.]

In the case of  
Notes issued by  
Deutsche  
Telekom the  
following applies

In the case of  
Notes issued by  
Finance the

[(2) *Early Redemption for Reasons of Taxation*. If as a result of any change in, or amendment to, the laws or regulations of The Netherlands or Germany or any political

following applies

subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after **[Issue Date]**, the Issuer or the Guarantor being unable for reasons outside its control to procure payment by the Issuer, will become obligated to pay Additional Amounts (as defined in § 8 herein and in the Guarantee, respectively) and this obligation cannot be avoided by the use of measures reasonably available to the Issuer or the Guarantor, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Fiscal Agent and, in accordance with **[§ 14]** to the Holders, at their Final Redemption Amount, together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. The date fixed for redemption must be an Interest Payment Date.

Any such notice of redemption shall be given in accordance with **[§ 14]**. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.]

In case the Notes are subject to Early Redemption at the option of the Issuer at Final Redemption amount the following applies

**[(3) Early Redemption at the Option of the Issuer.**

- (a) The Issuer may, upon notice given in accordance with clause (b), redeem all or some only of the Notes on the Interest Payment Date following **[number]** years after the Interest Commencement Date and on each Interest Payment Date thereafter (each a "**Call Redemption Date**") at the Final Redemption Amount together with accrued interest, if any, to (but excluding) the respective Call Redemption Date.
- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with **[§ 14]** and to the Fiscal Agent (the notice to the Fiscal Agent to be given not less than 7 days before the giving of notice to the Holders). Such notice shall specify:
  - (i) the Series of Notes subject to redemption;
  - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of and, if the Notes are represented by Definitive Notes, the serial numbers of the Notes which are to be redeemed; and
  - (iii) the Call Redemption Date, which shall be not less than 15 nor more than 30 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, the Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in aggregate principal amount, at the discretion of CBL and Euroclear.]]

## § 7

### FISCAL AGENT AND PAYING AGENT AND CALCULATION AGENT

(1) *Appointment; Specified Offices.* The initial Fiscal Agent and Paying Agent and the Calculation Agent and their respective initial specified offices are:

Fiscal Agent and	Citibank Europe plc
Paying Agent:	1 North Wall Quay
	Dublin 1
	Ireland



If the Fiscal Agent is to be appointed as Calculation Agent the following applies

[The Fiscal Agent shall also act as Calculation Agent.]

If a Calculation Agent other than the Fiscal Agent is to be appointed the following applies

[The Calculation Agent and its initial specified office shall be:

Calculation Agent                      **[name and specified office]]**

The Fiscal Agent, the Paying Agent and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same country.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent or the Calculation Agent and to appoint another Fiscal Agent or additional or other Paying Agents or another Calculation Agent. The Issuer shall at all times maintain [(i)] a Fiscal Agent **[In the case of Notes denominated in U.S. dollars the following applies:** and (ii) if payments at or through the offices of all Paying Agents outside the United States (as defined in § 5(1) hereof) become illegal or are effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in United States dollars, a Paying Agent with a specified office in New York City], [and] [(iii)] a Calculation Agent **[If Calculation Agent is required to maintain a specified office in a required location the following applies:** with a specified office located in **[required location]]**. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with [§ 14].

(3) *Agent of the Issuer.* The Fiscal Agent, the Paying Agent and the Calculation Agent act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

**§ 8  
TAXATION**

In the case of Notes issued by Deutsche Telekom the following applies

[Principal and interest shall be payable by the Issuer without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of Germany or by or on behalf of any political subdivision or authority therein having power to tax (hereinafter together called "**Withholding Taxes**"), unless such deduction or withholding is required by law. In such event, the Issuer shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Holder after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required. No such additional amounts shall, however, be payable on account of any taxes, duties or governmental charges which

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, Germany; or
- (c) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with such directive, regulation, treaty or

In the case of  
Notes issued by  
Finance the  
following applies

understanding; or

- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for, and notice thereof is published in accordance with the Terms and Conditions whichever occurs later.]

[Principal and interest shall be payable by the Issuer without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of The Netherlands or Germany or by or on behalf of any political subdivision or authority therein having power to tax (hereinafter together called "**Withholding Taxes**"), unless such deduction or withholding is required by law. In such event, the Issuer shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Holder after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required. No such additional amounts shall, however, be payable on account of any taxes, duties or governmental charges which

- (a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
- (b) are payable by reason of the Holder having, or having had, some personal or business connection with The Netherlands or Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, The Netherlands or Germany; or
- (c) are deducted or withheld pursuant to (i) any European Union directive or regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which Germany, The Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with such directive, regulation, treaty or understanding; or
- (d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for, and notice thereof is published in accordance with the Terms and Conditions whichever occurs later.]

## § 9

### PRESENTATION PERIOD

The presentation period provided in § 801 paragraph 1, sentence 1 BGB (German Civil Code) is reduced to ten years for the Notes.

## § 10

### ACCELERATION

In the case of  
Notes issued by  
Deutsche  
Telekom the  
following applies

[(1) *Right of Acceleration.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount, together with accrued interest (if any) to the date of repayment, in the event that any of the following events (each, an "**Acceleration Event**") occurs:

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 60 days after the Issuer has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 3(1)) of the Issuer becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer fails to fulfil any payment obligation in excess of EUR 25,000,000 or

the equivalent thereof under any Capital Market Indebtedness or under any guarantee or suretyship given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days after the guarantee or suretyship has been invoked, unless the Issuer, shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted therefor is enforced on behalf of or by the creditor(s) entitled thereto, or

- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments, or
- (e) a court opens insolvency proceedings against the Issuer, or the Issuer applies for or institutes such proceedings, or
- (f) the Issuer goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer, as the case may be, in connection with this issue, or
- (g) any governmental order, decree or enactment shall be made in or by Germany whereby the Issuer is prevented from observing and performing in full its obligations as set forth in these Terms and Conditions and this situation is not cured within 90 days.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in § 10 subparagraph (1)(b) or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 10 subparagraph (1)(a), (1)(d), (1)(e), (1)(f) or (1)(g) entitling Holders to declare their Notes due has occurred, become effective only when the Issuer has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Form of Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a declaration in text format (*Textform*, e.g. by email or fax) or in written form delivered to the specified office of the Issuer or the Fiscal Agent.]

In the case of  
Notes issued by  
Finance the  
following applies

[(1) *Right of Acceleration*. Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at the Final Redemption Amount together with accrued interest (if any) to the date of repayment, in the event that any of the following events (each, an "**Acceleration Event**") occurs:

- (a) the Issuer fails to pay principal or interest within 30 days from the relevant due date, or
- (b) the Issuer fails duly to perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee referred to in § 3 which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 60 days after the Issuer has received notice thereof from a Holder, or
- (c) any Capital Market Indebtedness (as defined in § 3(1)) of the Issuer or the Guarantor becomes prematurely repayable as a result of a default in respect of the terms thereof, or the Issuer or the Guarantor fails to fulfil any payment obligation in excess of EUR 25,000,000 or the equivalent thereof under any Capital Market Indebtedness or under any guarantee or suretyship given for any Capital Market Indebtedness of others within 30 days from its due date or, in the case of a guarantee or suretyship, within 30 days after the guarantee or suretyship has been invoked, unless the Issuer, or the Guarantor shall contest in good faith that such payment obligation exists or is due or that such guarantee or suretyship has been validly invoked, or if a security granted therefor is enforced on behalf of or by the creditor(s) entitled thereto, or
- (d) the Issuer or the Guarantor announces its inability to meet its financial obligations or ceases its payments, or

- (e) a court opens insolvency proceedings against the Issuer or the Guarantor, or the Issuer or the Guarantor applies for or institutes such proceedings, or the Issuer applies for a "*surseance van betaling*" (within the meaning of the Statute of Bankruptcy of The Netherlands), or
- (f) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger, or other form of combination with another company and such company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with this issue, or
- (g) any governmental order, decree or enactment shall be made in or by The Netherlands or Germany whereby the Issuer or the Guarantor is prevented from observing and performing in full its obligations as set forth in these Terms and Conditions and in the Guarantee, respectively, and this situation is not cured within 90 days, or
- (h) the Guarantee ceases to be valid and legally binding for any reason whatsoever.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Quorum*. In the events specified in § 10 subparagraph (1)(b) or subparagraph (1)(c), any notice declaring Notes due shall, unless at the time such notice is received any of the events specified in § 10 subparagraph (1)(a), (1)(d), (1)(e), (1)(f), (1)(g) or (1)(h) entitling Holders to declare their Notes due has occurred, become effective only when the Issuer has received such notices from the Holders of at least one-tenth in aggregate principal amount of Notes then outstanding.

(3) *Form of Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a declaration in text format (*Textform*, e.g. by email or fax) or in written form delivered to the specified office of the Issuer or the Fiscal Agent.]

## § 11 SUBSTITUTION

In the case of  
Notes issued by  
Deutsche  
Telekom the  
following applies

[(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer any Subsidiary (as defined below) of it as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the Specified Currency and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (c) the Issuer irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes and such guarantee contains a covenant by the guarantor corresponding to the provisions in § 3; and
- (d) it is guaranteed that the obligations of the Issuer from the Guarantee and the Negative Pledge of the Debt Issuance Programme of the Issuers **[If the provisions with respect to resolutions of holders are applicable, the following applies:** (of which the provisions set out below in [§ 12] applicable to the Notes shall apply *mutatis mutandis*)] apply also to the Notes of the Substitute Debtor.

For purposes of these Terms and Conditions "**Subsidiary**" shall mean any corporation or partnership in which Deutsche Telekom directly or indirectly in the aggregate holds not less than 90 per cent. of the capital of any class or of the voting rights.

(2) *Notice.* Any notice of such substitution shall be published in accordance with [§ 14].

(3) *References.* In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

In the case of  
Notes issued by  
Finance the  
following applies

[(1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer either the Guarantor or any Subsidiary (as defined below) of the Guarantor as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

- (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Fiscal Agent in the Specified Currency and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes; and
- (c) the Guarantor if it is not itself the Substitute Debtor irrevocably and unconditionally guarantees in favour of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes, such guarantee being substantially in the form of the Guarantee.

For purposes of these Terms and Conditions "**Subsidiary**" shall mean any corporation or partnership in which Deutsche Telekom directly or indirectly in the aggregate holds not less than 90 per cent. of the capital of any class or of the voting rights.

(2) *Notice.* Any notice of such substitution shall be published in accordance with [§ 14].

(3) *References.* In the event of such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor.]

If the Notes  
provide for  
Resolutions of  
Holders the  
following applies

#### [§ 12

#### AMENDMENT OF THE TERMS AND CONDITIONS, HOLDERS' REPRESENTATIVE [In the case of Notes Issued by Deutsche Telekom Finance the following applies:, AMENDMENT OF THE GUARANTEE]

(1) *Amendment of the Terms and Conditions.* In accordance with the Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75% of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Resolution of Holders.* Resolutions of Holders shall be passed at the election of the Issuer by vote taken without a meeting in accordance with § 18 SchVG or in a Holder's meeting in accordance with § 9 SchVG.

(4) *Chair of the vote.* The vote will be chaired by a notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the principal amount or the notional share of its entitlement to the outstanding Notes.

(6) *Holdings' Representative.*

**[If no Holders' Representative is designated in the Terms and Conditions, the following applies:** The Holders may by majority resolution appoint a common representative (the "**Holdings' Representative**") to exercise the Holders' rights on behalf of each Holder.]

**[If the Holdings' Representative is appointed in the Terms and Conditions, the following applies:** The common representative (the "**Holdings' Representative**") shall be **[Holdings' Representative]**. The liability of the Holdings' Representative shall be limited to ten times the amount of its annual remuneration, unless the Holdings' Representative has acted willfully or with gross negligence.]

The Holdings' Representative shall have the duties and powers provided by law or granted by majority resolution of the Holders. The Holdings' Representative shall comply with the instructions of the Holders. To the extent that the Holdings' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holdings' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holdings' Representative.

(7) *Amendment of the Guarantee.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to any guarantee provided in relation to the Notes.]

### [§ 13]

#### FURTHER ISSUES, PURCHASES AND CANCELLATION

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Fiscal Agent for cancellation. If purchases are made by tender, tenders for such Notes must be made available to all Holders of such Notes alike.

(3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

### [§ 14]

#### NOTICES

[(1) *Publication.* All notices concerning the Notes will be made by means of electronic publication on the internet website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the official list of the Luxembourg Stock Exchange, subparagraph (1) shall apply. In the case of notices regarding the Rate of Interest of Floating Rate Notes or, if the Rules of the Luxembourg Stock Exchange otherwise so permit, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the

In the case of Notes which are listed on the official list of the Luxembourg Stock Exchange the following applies

Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

In case of Notes which are unlisted the following applies

[(1) *Notification to Clearing System.* The Issuer shall deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.]

[(2)][(3)] *Form of Notice.* Notices to be given by any Holder shall be made by means of a declaration in text format (Textform, e.g. by email or fax) or in written form to be lodged together with an evidence of the Holder's entitlement in accordance with [§ 15[(5)]] to the Fiscal Agent. Such notice may be given through the Clearing System in such manner as the Fiscal Agent and the Clearing System may approve for such purpose.

#### [§ 15]

#### APPLICABLE LAW, PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

(2) *Place of Performance.* Place of performance shall be Frankfurt am Main.

(3) *Submission to Jurisdiction.* The non exclusive place of jurisdiction for all legal proceedings arising out of or in connection with the Notes shall be Frankfurt am Main. **[In the case of Notes issued by Finance the following applies:** Each Holder, however, may pursue his claims also before any other court of competent jurisdiction.] The German courts shall have non-exclusive jurisdiction over the annulment of lost or destroyed Notes. The Issuer hereby submits to the jurisdiction of the courts referred to in this subparagraph.

In the case of Notes issued by Finance the following applies

[(4) *Appointment of Authorised Agent.* For any legal disputes or other proceedings before German courts, the Issuer appoints Deutsche Telekom, as its authorised agent for service of process in Germany].

[(5)] *Enforcement.* Any Holder of Notes through a Clearing System may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global or definitive form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global Note or Definitive Note. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System.

#### [§ 16]

#### LANGUAGE

If the Terms and Conditions are to be in the German language with an English language translation the following applies

[These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be controlling and binding. The English language translation is provided for convenience only.]

**If the Terms and Conditions are to be in the English language with a German language translation the following applies**

[These Terms and Conditions are written in the English language and provided with a German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

**If the Terms and Conditions are to be in the English language only, the following applies**

[These Terms and Conditions are written in the English language only.]

**In the case of Notes that are publicly offered, in whole or in part, in Germany or distributed, in whole or in part, to non-qualified investors in Germany with English language Terms and Conditions, the following applies**

*[Eine deutsche Übersetzung der Anleihebedingungen wird bei der Deutsche Telekom Aktiengesellschaft, Friedrich-Ebert-Allee 140, 63105 Bonn, Deutschland, und [der] [den] Zahlstelle[n] zur kostenlosen Ausgabe bereitgehalten.]*



# Anleihebedingungen

## Einführung

Die Anleihebedingungen für die Schuldverschreibungen (die "**Anleihebedingungen**") sind nachfolgend in zwei Optionen aufgeführt:

Option I umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

Option II umfasst den Satz der Anleihebedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

Der Satz von Anleihebedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen entweder links von dem Satz der Anleihebedingungen oder in eckigen Klammern innerhalb des Satzes der Anleihebedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit weder die Emittentin noch die Garantin zum Zeitpunkt der Billigung des Prospektes Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieser Prospekt Leerstellen in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

Im Fall, dass die Endgültigen Bedingungen, die für eine einzelne Emission anwendbar sind, nur auf die weiteren Optionen verweisen, die im Satz der Anleihebedingungen der Option I oder Option II enthalten sind, ist folgendes anwendbar

[Die Bestimmungen der nachstehenden Anleihebedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die "**Endgültigen Bedingungen**") vervollständigt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen tatsächlich in den betreffenden Bestimmungen durch diese Angaben ausgefüllt worden wären. Alternative oder wählbare Bestimmungen dieser Anleihebedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausdrücklich ausgefüllt oder die gestrichen sind, gelten als aus diesen Anleihebedingungen gestrichen. Sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Anleihebedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als insoweit aus diesen Anleihebedingungen gestrichen, wie dies erforderlich ist, um den Bestimmungen der Endgültigen Bedingungen Geltung zu verschaffen. Kopien der Endgültigen Bedingungen werden bei den bezeichneten Geschäftsstellen der Zahlstellen zur kostenlosen Ausgabe während der üblichen Geschäftszeiten bereitgehalten. Soweit die Schuldverschreibungen nicht an einer Börse notiert sind, sind Kopien der Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

## OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung

### ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN

(German Language Version)

#### § 1

### WÄHRUNG, NENNBETRAG, FORM UND EIGENTUMSRECHT BESTIMMTE DEFINITIONEN

(1) *Währung und Nennbetrag.* Diese Serie der Schuldverschreibungen der [Deutsche Telekom AG] [Deutsche Telekom International Finance B.V.] ("**Deutsche Telekom**") [**Finance**] oder die "**Emittentin**") wird in [**festgelegte Währung**] (die "**festgelegte**

**Währung") im Gesamtnennbetrag von [Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar: (vorbehaltlich § 1 Absatz 6)] [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) begeben und ist eingeteilt in [Anzahl der Schuldverschreibungen] Schuldverschreibungen im Nennbetrag von [festgelegter Nennbetrag] (der "festgelegte Nennbetrag").**

(2) *Form und Eigentumsrecht.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine Globalurkunde verbrieft. Die Übertragung des Eigentumsrechts an den Schuldverschreibungen erfolgt nach den Vorschriften des jeweils anwendbaren Rechts.

(3) *Vorläufige Globalurkunde - Austausch.*

(a) Die Schuldverschreibungen sind anfänglich in einer vorläufigen Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird, wie nachstehend bestimmt, gegen Schuldverschreibungen in dem festgelegten Nennbetrag, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind ausgetauscht. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "**Austauschtag**") gegen eine Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt und zwar nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht durch den jeweiligen Kontoinhaber bei dem Clearing System sowie durch das Clearing System bei dem Fiscal Agent, in der zu diesem Zweck für den Fiscal Agent akzeptablen Form. Darin wird bescheinigt, dass der bzw. die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind, ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten. Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz 3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 5 Absatz 1 definiert) geliefert werden. Dauerglobalurkunden, die im Austausch für die vorläufige Globalurkunde geliefert werden, werden ausschließlich außerhalb der Vereinigten Staaten (wie in § 5 Absatz 1 definiert) ausgeliefert.

(4) *Bei Austausch von Globalurkunden zahlbare Gebühren.* Der Austausch einer Globalurkunde gemäß diesem § 1 erfolgt für die Inhaber der Schuldverschreibungen kostenfrei.

(5) *Unterzeichnung der Schuldverschreibungen.* Die Globalurkunden sind namens der Emittentin durch zwei vertretungsberechtigte Personen der Emittentin zu unterschreiben. Sie tragen die Kontrollunterschrift des Fiscal Agent oder seines Beauftragten.

(6) *Clearing System.* Jede Schuldverschreibungen verbrieftende Globalurkunde wird von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind.

"**Clearing System**" bedeutet **[Bei mehr als einem Clearing System ist folgendes anwendbar: sowohl] [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland ("CBF")][,][als auch] [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Großherzogtum Luxemburg ("CBL"), Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien ("Euroclear") (CBL und Euroclear jeweils ein "ICSD" und zusammen die "ICSDs")]** und jeder Funktionsnachfolger.

Im Fall von  
Schuldverschrei-  
bungen, die im

[Die Schuldverschreibungen werden in Form einer new global note ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Namen der ICSDs  
verwahrt werden  
und die  
Globalurkunde  
eine NGN ist, ist  
folgendes  
anwendbar

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und ein zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.]

**[Falls die vorläufige Globalurkunde eine NGN ist, ist folgendes anwendbar:** Bei Austausch eines Anteils von ausschließlich durch eine vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.]

Im Fall von  
Schuldverschrei-  
bungen, die im  
Namen der ICSDs  
verwahrt werden  
und die  
Globalurkunde  
eine CGN ist, ist  
folgendes  
anwendbar

[Die Schuldverschreibungen werden in Form einer classical global note ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(7) *Bestimmte Definitionen.* In diesen Anleihebedingungen bedeutet:

"**Globalurkunde**" die vorläufige Globalurkunde oder die Dauerglobalurkunde.

"**Gläubiger**" in Bezug auf die bei einem Clearing System oder einem sonstigen zentralen Wertpapierverwahrer hinterlegten Schuldverschreibungen der Inhaber eines Miteigentumsanteils oder anderen Rechts an den hinterlegten Schuldverschreibungen, und andernfalls der Inhaber einer Schuldverschreibung.

"**Zahlstelle**" den Fiscal Agent in seiner Eigenschaft als Zahlstelle handelnd durch ihre nachstehend in § 7 bezeichnete Geschäftsstelle, die in § 7 genannte(n) Zahlstelle(n) oder eine gemäß § 7 ernannte Ersatz- oder weitere Zahlstelle.

Bezugnahmen in diesen Anleihebedingungen auf die "*Schuldverschreibungen*" beziehen sich auf die Schuldverschreibungen dieser Serie und schließen, wenn der Zusammenhang dies erfordert, Globalurkunden ein.

Bezugnahmen auf die "*festgelegte Währung*" schließen jede Nachfolge-Währung ein, die entweder durch Gesetz in dem Hoheitsgebiet, in dem die festgelegte Währung ausgegeben wird, oder durch eine zwischen-staatliche Vereinbarung eingeführt wird (die "**Nachfolgewährung**"), sofern Zahlungen in der ursprünglichen Währung nicht mehr als zulässiges Zahlungsmittel für Zahlungen der Emittentin hinsichtlich der Schuldverschreibungen **[Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar:** bzw. für Zahlungen der Garantin hinsichtlich der Garantie] gelten.

Falls § 12 über  
Änderung der  
Anleihebedin-  
gungen und den  
gemeinsamen

[(8) *In Bezug genommene Bedingungen.* Die Bestimmungen gemäß Schedule 5 des Geänderten und Neu Gefassten Emissions- und Zahlstellenvertrages vom 18. April 2019 (das "**Agency Agreement**") zwischen Deutsche Telekom AG, Deutsche Telekom International Finance B.V. und Citibank Europe plc als Fiscal

Vertreter gilt, ist folgendes anwendbar

Agent und Zahlstelle (einsehbar unter [www.bourse.lu](http://www.bourse.lu)), die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.]

## § 2 STATUS

Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind.

## § 3 NEGATIVVERPFLICHTUNG DER EMITTENTIN [Im Fall von Schuldverschreibungen, die von Finance begeben werden ist folgendes anwendbar: GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

[(1)] *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise in irgendeiner Weise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit, die von der Emittentin oder einer anderen Person eingegangen oder gewährleistet ist, zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit im gleichen Rang und gleichen Verhältnis teilnehmen zu lassen. "**Kapitalmarktverbindlichkeit**" ist jede Verbindlichkeit zur Zahlung aufgenommener Gelder, die durch Schuldscheine verbrieft, verkörpert oder dokumentiert ist oder durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können. Um etwaige Zweifel bezüglich von asset-backed financings der Emittentin zu vermeiden, schließt das in diesem § 3 benutzte Wort "*Vermögen*" nicht solche Vermögensgegenstände der Emittentin ein, die nach dem jeweils auf die Transaktion anwendbaren Zivilrecht ohne Rückgriffsmöglichkeiten veräußert sind.

Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar

[(2)] *Garantie und Negativverpflichtung der Garantin.* Die Garantin hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise in irgendeiner Weise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit (wie vorstehend definiert), die von der Garantin oder einer anderen Person eingegangen oder gewährleistet ist, zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen. Um etwaige Zweifel bezüglich von asset-backed financings der Garantin zu vermeiden, schließt das in diesem § 3 benutzte Wort "*Vermögen*" nicht solche Vermögensgegenstände der Garantin ein, die nach dem jeweils auf die Transaktion anwendbaren Zivilrecht ohne Rückgriffsmöglichkeiten veräußert sind. Kopien der Garantie und Negativverpflichtung werden bei den bezeichneten Geschäftsstellen der Zahlstellen zur kostenlosen Ausgabe während der üblichen Geschäftszeiten bereitgehalten.]

## § 4 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden in Höhe ihres Gesamtnennbetrages verzinst, und zwar vom **[Verzinsungsbeginn]** (einschließlich) bis zum Fälligkeitstag (wie in § 6 Absatz 1 definiert) (ausschließlich) mit jährlich **[Zinssatz]** %. Die Zinsen sind nachträglich am **[Festzinstermine]** eines jeden Jahres zahlbar (jeweils ein "Zinszahlungstag"). Die erste Zinszahlung erfolgt am **[erster Zinszahlungstag]** **[sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, ist folgendes anwendbar: und beläuft sich auf [anfänglicher Bruchteilzinsbetrag je festgelegter Nennbetrag] je festgelegtem Nennbetrag.]** **[Sofern der Fälligkeitstag kein Festzinstermine ist, ist folgendes anwendbar: Die Zinsen für den Zeitraum vom [der letzte dem Fälligkeitstag vorausgehende Festzinstermine] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [abschließender Bruchteilzinsbetrag je festgelegter Nennbetrag] je festgelegtem Nennbetrag.]**

(2) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zu dem Tag, der dem Tag der tatsächlichen Rückzahlung der Schuldverschreibungen vorangeht, in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen.<sup>1</sup>

(3) *Berechnung der Zinsen für gebrochene Zeiträume.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

(4) *Zinstagequotient.* "Zinstagequotient" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "Zinsberechnungszeitraum"):

Im Falle von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons) ist folgendes anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.]

Im Fall von Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) ist folgendes anwendbar

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch die Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt.]

Im Falle von Actual/Actual (ICMA Regelung 251) mit zwei oder

[die Anzahl von Tagen in dem Zinsberechnungszeitraum, geteilt durch das Produkt aus (1) der Anzahl der Tage in der Bezugsperiode, in die der Zinsberechnungszeitraum fällt, und (2) der Anzahl von Zinszahlungstagen, die

<sup>1</sup> Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 BGB.

mehr gleich bleibenden Zinsperioden (einschließlich dem Fall eines ersten oder letzten kurzen Kupons) innerhalb eines Zinsjahres ist folgendes anwendbar

angenommen, dass Zinsen für das gesamte Jahr zu zahlen wären in ein Kalenderjahr fallen oder fallen würden.].

Im Fall von Actual/Actual (ICMA Regelung 251) und wenn der Zinsberechnungszeitraum länger ist als eine Bezugsperiode (langer Kupon) ist folgendes anwendbar

[die Summe aus:

- (a) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die Bezugsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** das Produkt aus (x) [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** und (y) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären]; und
- (b) der Anzahl von Tagen in dem Zinsberechnungszeitraum, die in die nächste Bezugsperiode fallen, geteilt durch **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** das Produkt aus (x) [die] [der] Anzahl der Tage in dieser Bezugsperiode **[Im Fall von Bezugsperioden, die kürzer sind als ein Jahr, ist folgendes anwendbar:** und (y) der Anzahl von Bezugsperioden, die in ein Kalenderjahr fallen oder fallen würden, falls Zinsen für das gesamte Jahr zu zahlen wären].]

Folgendes gilt für alle Optionen von Actual/Actual (ICMA Regelung 251) anwendbar außer Option Actual/Actual (ICMA Regelung 251) mit jährlichen Zinszahlungen (ausschließlich dem Fall eines ersten oder letzten kurzen oder langen Kupons)

**["Bezugsperiode"** bezeichnet den Zeitraum ab dem Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) oder von jedem Zinszahlungstag (einschließlich) bis zum nächsten Zinszahlungstag (ausschließlich). **[Im Fall eines ersten oder letzten kurzen Zinsberechnungszeitraumes ist folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gilt der **[Fiktive Zinszahlungstag]** als Zinszahlungstag.] **[Im Fall eines ersten oder letzten langen Zinsberechnungszeitraumes ist folgendes anwendbar:** Zum Zwecke der Bestimmung der maßgeblichen Bezugsperiode gelten der **[Fiktiver Zinszahlungstag]** als Zinszahlungstage.]

Im Falle von 30/360, 360/360 oder Bond Basis ist folgendes anwendbar

[die Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch den 31. Tag eines Monats fällt, in welchem Fall der diesen Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

Im Falle von 30E/360 oder Eurobond Basis ist folgendes anwendbar

[die Anzahl der Tage im Zinsberechnungszeitraum dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit 12 Monaten zu 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des ersten oder letzten Tages des Zinsberechnungszeitraumes).]

## § 5 ZÄHLUNGEN

(1) *Zahlungen auf Kapital.* Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes 3 an das Clearing System oder dessen Order zur Gutschrift auf die Konten der jeweiligen Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten.

Für die Zwecke des § 1 Absatz 3 und dieses § 5 bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, die U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(2) *Zahlung von Zinsen.* Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe des nachstehenden Absatzes 3 an das Clearing System oder dessen Order zur Gutschrift für die betreffenden Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten.

Die Zahlung von Zinsen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgt nach Maßgabe des nachstehenden Absatzes 3 an das Clearing System oder dessen Order zur Gutschrift für die betreffenden Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3 (b) außerhalb der Vereinigten Staaten.

(3) *Zahlungsweise.* Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu erfolgen zu leistende Zahlungen auf Schuldverschreibungen in der festgelegten Währung.

(4) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(5) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag (außer einem Samstag oder Sonntag),

Bei nicht auf Euro lautenden Schuldverschreibungen ist folgendes anwendbar

[an dem Geschäftsbanken und Devisenmärkte Zahlungen in **[relevante(s) Finanzzentrum(en)]** abwickeln [.] [und]]

Im Fall, dass das Clearingsystem und TARGET offen sein sollen, ist folgendes anwendbar

[an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") geöffnet sind, um die betreffenden Zahlungen weiterzuleiten.]

(6) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurückzahlen, ist folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen,] **[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen,] sowie jeden Aufschlag

sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 8 zahlbaren zusätzlichen Beträge einschließen.

(7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

## § 6 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am **[Fälligkeitstag]** (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag.

Im Fall von Schuldverschreibungen, die von Deutsche Telekom begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus Steuergründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß [§ 14] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem **[Tag der Begebung]** wirksam) zur Zahlung von zusätzlichen Beträgen (wie in § 8 dieser Anleihebedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin zur Verfügung stehender und ihr zumutbarer Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings (i) nicht früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, und (ii) zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, muss die Verpflichtung zur Zahlung von zusätzlichen Beträgen noch wirksam sein.

Eine solche Kündigung hat gemäß [§ 14] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die Umstände darlegt, die das Rückzahlungsrecht der Emittentin begründen.]

Im Fall von Schuldverschreibungen, die von Finance begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus Steuergründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß [§ 14] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder die Garantin, die aus von ihr nicht zu verantwortenden Gründen die Leistung der Zahlung durch die Emittentin nicht bewirken kann, als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Niederlande oder der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem **[Tag der Begebung]** wirksam) zur Zahlung von zusätzlichen Beträgen (wie in § 8 dieser Anleihebedingungen, bzw. in der Garantie definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin oder der Garantin zur Verfügung stehender und ihr zumutbarer Maßnahmen



vermieden werden kann.

Eine solche Kündigung darf allerdings (i) nicht früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, und (ii) zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, muss die Verpflichtung zur Zahlung von zusätzlichen Beträgen noch wirksam sein.

Eine solche Kündigung hat gemäß [§ 14] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die Umstände darlegt, die das Rückzahlungsrecht der Emittentin begründen.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zu festgelegten Wahlrückzahlungsbeträgen (Call) zurückzuzahlen, ist folgendes anwendbar

[(3) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am/an den Wahl-Rückzahlungstag(en) (Call) zum/zu den Wahl-Rückzahlungsbetrag bzw. -beträgen (Call), wie nachstehend angegeben, nebst etwaigen bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) aufgelaufenen Zinsen zurückzahlen.

Wahl-Rückzahlungstag(e) (Call)	Wahl-Rückzahlungsbetrag/-beträge (Call)
<b>[Wahl-Rückzahlungstag(e)]</b>	<b>[Wahl-Rückzahlungsbetrag/-beträge]</b>
[ ]	[ ]
[ ]	[ ]

**[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen ist folgendes anwendbar:** Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz [4] dieses § 6 verlangt hat.]

(b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß [§ 14] und dem Fiscal Agent bekannt zu geben (die Kündigung gegenüber dem Fiscal Agent hat mindestens 7 Tage vor der Kündigung gegenüber den Gläubigern zu erfolgen). Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtbetrag der zurückzuzahlenden Schuldverschreibungen und, falls die Schuldverschreibungen durch Einzelurkunden verbrieft sind, die entsprechenden Seriennummern; und
- (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 15 und nicht mehr als 30 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.

(c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

Falls der Gläubiger ein Wahlrecht hat, die Schuldverschrei-

[[ (4) *Vorzeitige Rückzahlung nach Wahl des Gläubigers.*

(a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den

bungen vorzeitig zu festgelegtem/n Wahlrückzahlungs betrag/-beträgen (Put) zu kündigen, ist folgendes anwendbar

Wahl-Rückzahlungstag(en) (Put) zum/zu den Wahl-Rückzahlungsbetrag/-beträgen (Put), wie nachstehend angegeben nebst etwaigen bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

Wahl-Rückzahlungstag(e) (Put) [Wahl-Rückzahlungstag(e)] [ ] [ ]	Wahl-Rückzahlungsbetrag/-beträge (Put) [Wahl-Rückzahlungsbetrag/-beträge] [ ] [ ]
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Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung durch die Emittentin in Ausübung ihres Wahlrechts nach § 6 Absatz 2 **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zurückzuzahlen, ist folgendes anwendbar: oder Absatz 3]** verlangt hat.

- (b) Um dieses Wahlrecht auszuüben, darf der Gläubiger nicht früher als 15 Tage vor dem Wahl-Rückzahlungstag (Put), an dem die Rückzahlung gemäß der Ausübungserklärung (wie nachstehend definiert) erfolgen soll, an die bezeichnete Geschäftsstelle einer Zahlstelle eine Mitteilung zur vorzeitigen Rückzahlung in Textform (z.B. per eMail oder Fax), in schriftlicher Form oder in einer für den Fiscal Agent akzeptablen anderen Form und entsprechend der Regeln und Verfahren des betreffenden Clearing Systems ("**Ausübungserklärung**") schicken. Falls die Ausübungserklärung nach 17:00 Uhr Frankfurter Zeit am **[Mindestkündigungsfrist]** Tag vor dem Wahl-Rückzahlungstag (Put) eingeht, ist das Wahlrecht nicht wirksam ausgeübt. Die Ausübungserklärung hat anzugeben: (i) den gesamten Nennbetrag der Schuldverschreibungen, für die das Wahlrecht ausgeübt wird **[und][.]** (ii) die Wertpapierkennnummern dieser Schuldverschreibungen (soweit vergeben) **[Im Fall der Verwahrung der Globalurkunde durch CBF ist folgendes anwendbar: und (iii) Kontaktdaten sowie eine Kontoverbindung]**. Für die Ausübungserklärung kann ein Formblatt, wie es bei den bezeichneten Geschäftsstellen des Fiscal Agent **[und der Zahlstelle[n]]** in deutscher und englischer Sprache erhältlich ist und das weitere Hinweise enthält, verwendet werden. Eine so hinterlegte Schuldverschreibung kann nicht zurückgefordert und die Ausübung des Wahlrechts kann nicht widerrufen werden.]

## § 7

### DER FISCAL AGENT UND DIE ZAHLSTELLE

(1) *Ernennung; bezeichnete Geschäftsstellen.* Der anfänglich bestellte Fiscal Agent und die anfänglich bestellte Zahlstelle und deren bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent und Zahlstelle:	Citibank Europe plc 1 North Wall Quay Dublin 1 Ireland
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Der Fiscal Agent und die Zahlstelle behalten sich das Recht vor, jederzeit ihre jeweiligen bezeichneten Geschäftsstellen durch andere bezeichnete Geschäftsstellen in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent oder einer Zahlstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen zu bestellen. Die Emittentin wird jedoch zu jedem Zeitpunkt **[(i)]** einen Fiscal Agent **[Für auf US-Dollar lautende Schuldverschreibungen ist folgendes anwendbar: und (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen**

außerhalb der Vereinigten Staaten (wie in § 5(1) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City] unterhalten. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird (außer im Insolvenzfall, wo eine solche Änderung sofort wirksam wird) nur wirksam, sofern die Gläubiger hierüber gemäß [§ 14] vorab unter Einhaltung einer Frist von mindestens 30 und höchstens 45 Tagen informiert wurden.

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent und die Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

## § 8 STEUERN

Im Fall von Schuldverschreibungen, die von Deutsche Telekom begeben werden, ist folgendes anwendbar

[Kapital und Zinsen werden von der Emittentin ohne Abzug oder Einbehalt wegen gegenwärtiger oder zukünftiger Steuern, Abgaben oder amtlicher Gebühren gleich welcher Art gezahlt, die von oder in Deutschland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden (nachstehend zusammen "**Quellensteuern**" genannt), es sei denn, ein solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben. In diesem letzteren Fall wird die Emittentin die zusätzlichen Beträge an Kapital und Zinsen zahlen, die erforderlich sind, damit der dem Gläubiger nach diesem Abzug oder Einbehalt zufließende Nettobetrag jeweils den Beträgen an Kapital und Zinsen entspricht, die ihm zustehen würden, wenn der Abzug oder Einbehalt nicht erforderlich wäre. Solche zusätzlichen Beträge sind jedoch nicht zahlbar wegen Steuern, Abgaben oder amtlicher Gebühren, die

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen gegenwärtiger oder früherer persönlicher oder geschäftlicher Beziehungen des Gläubigers zu Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Anleihebedingungen wirksam wird.]

Im Fall von Schuldverschreibungen, die von Finance begeben werden, ist folgendes anwendbar

[Kapital und Zinsen werden von der Emittentin ohne Abzug oder Einbehalt wegen gegenwärtiger oder zukünftiger Steuern, Abgaben oder amtlicher Gebühren gleich welcher Art gezahlt, die von oder in den Niederlanden oder Deutschland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden (nachstehend zusammen "**Quellensteuern**" genannt), es sei denn, ein solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben. In diesem letzteren Fall wird die Emittentin die zusätzlichen Beträge an Kapital und Zinsen zahlen, die erforderlich sind, damit der dem Gläubiger nach diesem Abzug oder Einbehalt zufließende Nettobetrag jeweils den Beträgen an Kapital und Zinsen entspricht, die

ihm zustehen würden, wenn der Abzug oder Einbehalt nicht erforderlich wäre. Solche zusätzlichen Beträge sind jedoch nicht zahlbar wegen Steuern, Abgaben oder amtlicher Gebühren, die

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen gegenwärtiger oder früherer persönlicher oder geschäftlicher Beziehungen des Gläubigers zu den Niederlanden oder Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in den Niederlanden oder Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der Deutschland, die Niederlande oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Anleihebedingungen wirksam wird.]

#### **§ 9 VORLEGUNGSFRIST**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

#### **§ 10 KÜNDIGUNG**

[(1) *Kündigungsrecht.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Rückzahlungsbetrag, zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls einer der folgenden Kündigungsgründe ("**Kündigungsgründe**") vorliegt:

- (a) die Emittentin zahlt Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag; oder
- (b) die Emittentin unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen und diese Unterlassung, falls sie geheilt werden kann, länger als 60 Tage fort dauert, nachdem die Emittentin hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 3 Absatz 1 definiert) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung des dieser Kapitalmarktverbindlichkeit zugrunde liegenden Vertrages, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 25.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird, oder
- (d) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen

**Im Fall von Schuldverschreibungen, die von Deutsche Telekom begeben werden, ist folgendes anwendbar**

einstellt, oder

- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt, oder
- (f) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) in Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin daran gehindert wird, die von ihr gemäß diesen Anleihebedingungen übernommenen Verpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum.* In den Fällen des § 10 Absatz 1 (b) oder 1 (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 10 Absatz 1(a), 1(d), 1(e), 1(f) oder 1(g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emittentin Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens  $\frac{1}{10}$  der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Form der Erklärung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist gegenüber der Emittentin oder dem Fiscal Agent in Textform (z.B. per eMail oder Fax) oder in schriftlicher Form zu erklären und an die jeweils bezeichnete Geschäftsstelle zu übermitteln.]

Im Fall von Schuldverschreibungen, die von Finance begeben werden, ist folgendes anwendbar

[(1) *Kündigungsrecht.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Rückzahlungsbetrag, zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls einer der folgenden Kündigungsgründe ("**Kündigungsgründe**") vorliegt:

- (a) die Emittentin zahlt Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag; oder
- (b) die Emittentin unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin unterlässt die Erfüllung einer Verpflichtung aus der Garantie, auf die in § 3 Bezug genommen wird, und diese Unterlassung, falls sie geheilt werden kann, länger als 60 Tage fort dauert, nachdem die Emittentin hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 3 Absatz 1 definiert) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung des dieser Kapitalmarktverbindlichkeit zugrunde liegenden Vertrages, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 25.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn die Emittentin oder die Garantin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird, oder
- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder

- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt, oder die Emittentin ein "*surseance van betaling*" (Schuldenmoratorium im Sinne des niederländischen Insolvenzrechts) beantragt, oder
- (f) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) in den Niederlanden oder in Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin oder die Garantin daran gehindert wird, die von ihr gemäß diesen Anleihebedingungen bzw. der Garantie übernommenen Verpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist, oder
- (h) die Garantie aus irgendeinem Grund nicht mehr gilt.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des § 10 Absatz 1 (b) oder 1 (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 10 Absatz 1(a), 1(d), 1(e), 1(f), 1(g) oder 1(h) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emittentin Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens  $\frac{1}{10}$  der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Form der Erklärung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist gegenüber der Emittentin oder dem Fiscal Agent in Textform (z.B. per eMail oder Fax) oder in schriftlicher Form zu erklären und an die jeweils bezeichnete Geschäftsstelle zu übermitteln.]

## § 11 ERSETZUNG DER EMITTENTIN

[(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger eine Tochtergesellschaft (wie nachstehend definiert) der Emittentin an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erlangt hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung ihrer Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, erhobene Steuern oder sonstige Abgaben jeder Art, abzuziehen oder einzubehalten;
- (c) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge garantiert und diese Garantie eine Verpflichtung der Garantin gemäß den Bestimmungen des § 3 enthält; und
- (d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittenten **[Falls die Bestimmungen über Beschlüsse der Gläubiger gelten, ist folgendes anwendbar:** (auf die die unten in [§ 12] aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden)] auch auf die Schuldverschreibungen der Nachfolgeschuldnerin

Im Fall von Schuldverschreibungen, die von Deutsche Telekom begeben werden, ist folgendes anwendbar

erstrecken.

Im Sinne dieser Anleihebedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Deutsche Telekom direkt oder indirekt insgesamt nicht weniger als 90% des Kapitals jeder Klasse oder der Stimmrechte hält

(2) *Bekanntmachung.* Jede solche Ersetzung wird gemäß [§ 14] bekannt gegeben.

(3) *Änderung von Bezugnahmen.* Im Falle einer solchen Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin, und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.]

Im Fall von Schuldverschreibungen, die von Finance begeben werden, ist folgendes anwendbar

[(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger, entweder die Garantin oder eine Tochtergesellschaft (wie nachstehend definiert) der Garantin an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erlangt hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung ihrer Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, erhobene Steuern oder sonstige Abgaben jeder Art, abzuziehen oder einzubehalten; und
- (c) die Garantin, sofern sie nicht selbst die Nachfolgeschuldnerin ist, unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge garantiert, wobei diese Garantie im wesentlichen die Form der "**Garantie**" hat.

Im Sinne dieser Anleihebedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Deutsche Telekom direkt oder indirekt insgesamt nicht weniger als 90% des Kapitals jeder Klasse oder der Stimmrechte hält

(2) *Bekanntmachung.* Jede solche Ersetzung wird gemäß [§ 14] bekannt gegeben.

(3) *Änderung von Bezugnahmen.* Im Falle einer solchen Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin, und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.]

Falls die Schuldverschreibungen Beschlüsse der Gläubiger vorsehen, ist folgendes anwendbar

## [§ 12

**ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER [Im Falle von Schuldverschreibungen, die von Deutsche Telekom Finance begeben werden, ist folgendes anwendbar.: ÄNDERUNG DER GARANTIE]**

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger

stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75% der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Beschlüsse der Gläubiger.* Beschlüsse der Gläubiger werden nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung nach § 18 SchVG oder einer Gläubigerversammlung nach § 9 SchVG gefasst.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

**[Falls kein gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, ist folgendes anwendbar:** Die Gläubiger können durch Mehrheitsbeschluß zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

**[Im Fall der Bestellung des gemeinsamen Vertreters in den Anleihebedingungen, ist folgendes anwendbar:** Gemeinsamer Vertreter ist **[Gemeinsamer Vertreter]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluß eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluß sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen gelten sinngemäß für jede Garantie im Zusammenhang mit den Schuldverschreibungen.]

### [§ 13]

## BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder beim Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.



## [§ 14] MITTEILUNGEN

Im Fall von Schuldverschreibungen, die auf der offiziellen Liste der Luxemburger Börse gelistet sind, ist folgendes anwendbar

[(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu)). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen auf der offiziellen Liste der Luxemburger Börse gelistet sind, findet Absatz (1) Anwendung. Soweit die Regeln der Luxemburger Börse dies zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist folgendes anwendbar

[(1) *Mitteilungen an das Clearing -System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(2)][(3)] *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (z.B. per eMail oder Fax) oder schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß [§ 15 Absatz [5]] an den Fiscal Agent geleitet werden. Eine solche Mitteilung kann über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

## [§ 15] ANWENDBARES RECHT, ERFÜLLUNGSORT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Erfüllungsort.* Erfüllungsort ist Frankfurt am Main.

(3) *Gerichtsstand.* Nicht ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus oder im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. **[Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar:** Die Gläubiger können ihre Ansprüche jedoch auch vor anderen zuständigen Gerichten geltend machen.] Die deutschen Gerichte sind nicht ausschließlich zuständig für die Kraftloserklärung abhandengekommener oder vernichteter Schuldverschreibungen. Die Emittentin unterwirft sich hiermit der Gerichtsbarkeit der nach diesem Absatz zuständigen Gerichte.

Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar

[(4) *Ernennung von Zustellungsbevollmächtigten.* Für etwaige Rechtsstreitigkeiten oder sonstige Verfahren vor deutschen Gerichten bestellt die Emittentin die Deutsche Telekom zu ihrem Zustellungsbevollmächtigten in Deutschland.]

[(5)] *Gerichtliche Geltendmachung.* Jeder Gläubiger von Schuldverschreibungen, der diese über ein Clearing System hält, darf in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage schützen oder geltend machen: (i) Er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht

sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der betreffenden Schuldverschreibungen als Global- oder Einzelkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Verwahrstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der Globalurkunde oder der Einzelurkunde in einem solchen Verfahren erforderlich wäre. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist. Im Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Kreditinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems.

#### **[§ 16] Sprache**

**Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist folgendes anwendbar**

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

**Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist folgendes anwendbar**

[Diese Anleihebedingungen sind in englischer Sprache abgefasst und mit einer Übersetzung in die deutsche Sprache versehen. Der englische Text soll bindend und maßgeblich sein. Die deutsche Übersetzung ist unverbindlich.]

**Falls die Anleihebedingungen ausschließlich in deutscher Sprache abgefasst sind, ist folgendes anwendbar**

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

**OPTION II – Anleihebedingungen für Schuldverschreibungen mit variabler Verzinsung**

**ANLEIHEBEDINGUNGEN DER SCHULDVERSCHREIBUNGEN**

**(German Language Version)**

**§ 1**

**WÄHRUNG, NENNBETRAG, FORM UND EIGENTUMSRECHT  
BESTIMMTE DEFINITIONEN**

(1) *Währung und Nennbetrag.* Diese Serie der Schuldverschreibungen der [Deutsche Telekom AG] [Deutsche Telekom International Finance B.V.] ("**Deutsche Telekom**") [**Finance**] oder die "**Emittentin**") wird in [**festgelegte Währung**] (die "**festgelegte Währung**") im Gesamtnennbetrag von [**Falls die Globalurkunde eine NGN ist, ist folgendes anwendbar:** (vorbehaltlich § 1 Absatz 6)] [**Gesamtnennbetrag**] (in Worten: [**Gesamtnennbetrag in Worten**]) begeben und ist eingeteilt in [**Anzahl der Schuldverschreibungen**] Schuldverschreibungen im Nennbetrag von [**festgelegter Nennbetrag**] (der "**festgelegte Nennbetrag**").

(2) *Form und Eigentumsrecht.* Die Schuldverschreibungen lauten auf den Inhaber und sind durch eine Globalurkunde verbrieft. Die Übertragung des Eigentumsrechts an den Schuldverschreibungen erfolgt nach den Vorschriften des jeweils anwendbaren Rechts.

(3) *Vorläufige Globalurkunde - Austausch.*

(a) Die Schuldverschreibungen sind anfänglich in einer vorläufigen Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird, wie nachstehend bestimmt, gegen Schuldverschreibungen in dem festgelegten Nennbetrag, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind ausgetauscht. Einzelurkunden und Zinsscheine werden nicht ausgeben.

(b) Die vorläufige Globalurkunde wird frühestens an einem Tag (der "**Austauschtag**") gegen eine Dauerglobalurkunde austauschbar, der 40 Tage nach dem Tag der Ausgabe der vorläufigen Globalurkunde liegt und zwar nach Vorlage von Bescheinigungen gemäß U.S. Steuerrecht durch den jeweiligen Kontoinhaber bei dem Clearing System sowie durch das Clearing System bei dem Fiscal Agent, in der zu diesem Zweck für den Fiscal Agent akzeptablen Form. Darin wird bescheinigt, dass der bzw. die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind, ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten. Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde gemäß diesem Absatz (b) dieses § 1 Absatz 3 auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 5 Absatz 1 definiert) geliefert werden. Dauerglobalurkunden, die im Austausch für die vorläufige Globalurkunde geliefert werden, werden ausschließlich außerhalb der Vereinigten Staaten (wie in § 5 Absatz 1 definiert) ausgeliefert.

(4) *Bei Austausch von Globalurkunden zahlbare Gebühren.* Der Austausch einer Globalurkunde gemäß diesem § 1 erfolgt für die Inhaber der Schuldverschreibungen kostenfrei.

(5) *Unterzeichnung der Schuldverschreibungen.* Die Globalurkunden sind namens der Emittentin durch zwei vertretungsberechtigte Personen der Emittentin zu unterschreiben. Sie tragen die Kontrollunterschrift des Fiscal Agent oder seines Beauftragten.

(6) *Clearing System.* Jede Schuldverschreibungen verbrieftende Globalurkunde wird

von einem oder im Namen eines Clearing Systems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind.

**"Clearing System"** bedeutet **[Bei mehr als einem Clearing System ist folgendes anwendbar: sowohl]** [Clearstream Banking AG, Neue Börsenstraße 1, 60487 Frankfurt am Main, Bundesrepublik Deutschland ("**CBF**")][.]**[als auch]** [Clearstream Banking S.A., 42 Avenue JF Kennedy, 1855 Luxembourg, Großherzogtum Luxemburg ("**CBL**"), Euroclear Bank SA/NV, Boulevard du Roi Albert II, 1210 Brüssel, Belgien ("**Euroclear**") (CBL und Euroclear jeweils ein "**ICSD**" und zusammen die "**ICSDs**")] und jeder Funktionsnachfolger.

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine NGN ist, ist folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer new global note ("**NGN**") ausgegeben und von einem common safekeeper im Namen beider ICSDs verwahrt.

Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen man die Register versteht, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind maßgeblicher Nachweis über den Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen, und ein zu diesen Zwecken von einem ICSD jeweils ausgestellte Bescheinigung mit dem Betrag der so verbrieften Schuldverschreibungen ist ein maßgeblicher Nachweis über den Inhalt des Registers des jeweiligen ICSD zu diesem Zeitpunkt.

Bei Rückzahlung oder einer Zinszahlung bezüglich der durch die Globalurkunde verbrieften Schuldverschreibungen bzw. bei Kauf und Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten über Rückzahlung und Zahlung bzw. Kauf und Löschung bezüglich der Globalurkunde *pro rata* in die Unterlagen der ICSDs eingetragen werden, und dass, nach dieser Eintragung, vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgekauften bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.]

**[Falls die vorläufige Globalurkunde eine NGN ist, ist folgendes anwendbar:** Bei Austausch eines Anteils von ausschließlich durch eine vorläufige Globalurkunde verbrieften Schuldverschreibungen wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs *pro rata* in die Aufzeichnungen der ICSDs aufgenommen werden.]

Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, und die Globalurkunde eine CGN ist, ist folgendes anwendbar

[Die Schuldverschreibungen werden in Form einer classical global note ("**CGN**") ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

(7) *Bestimmte Definitionen.* In diesen Anleihebedingungen bedeutet:

**"Globalurkunde"** die vorläufige Globalurkunde oder Dauerglobalurkunde.

**"Gläubiger"** in Bezug auf die bei einem Clearing System oder einem sonstigen zentralen Wertpapierverwahrer hinterlegten Schuldverschreibungen der Inhaber eines Miteigentumsanteils oder anderen Rechts an den hinterlegten Schuldverschreibungen, und andernfalls der Inhaber einer Schuldverschreibung.

**"Zahlstelle"** den Fiscal Agent in seiner Eigenschaft als Zahlstelle handelnd durch ihre nachstehend in § 7 bezeichnete Geschäftsstelle, die in § 7 genannte(n) Zahlstelle(n) oder eine gemäß § 7 ernannte Ersatz- oder weitere Zahlstelle.

Bezugnahmen in diesen Anleihebedingungen auf die "*Schuldverschreibungen*" beziehen sich auf die Schuldverschreibungen dieser Serie und schließen, wenn der Zusammenhang dies erfordert, Globalurkunden ein.

Falls § 12 über Änderung der Anleihebedingungen und den gemeinsamen Vertreter gilt, ist folgendes anwendbar

Bezugnahmen auf die "festgelegte Währung" schließen jede Nachfolge-Währung ein, die entweder durch Gesetz in dem Hoheitsgebiet, in dem die festgelegte Währung ausgegeben wird, oder durch eine zwischen-staatliche Vereinbarung eingeführt wird (die "**Nachfolgewährung**"), sofern Zahlungen in der ursprünglichen Währung nicht mehr als zulässiges Zahlungsmittel für Zahlungen der Emittentin hinsichtlich der Schuldverschreibungen [**Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar:** bzw. für Zahlungen der Garantin hinsichtlich der Garantie] gelten.

[(8) *In Bezug genommene Bedingungen.* Die Bestimmungen gemäß Schedule 5 des Geänderten und Neu Gefassten Emissions- und Zahlstellenvertrages vom 18. April 2019 (das "**Agency Agreement**") zwischen Deutsche Telekom AG, Deutsche Telekom International Finance B.V. und Citibank Europe plc als Fiscal Agent und Zahlstelle (einsehbar unter [www.bourse.lu](http://www.bourse.lu)) die überwiegend das für Gläubigerversammlungen oder Abstimmungen der Gläubiger ohne Versammlung zu wählende Verfahren betreffen, sind in vollem Umfang durch diese Anleihebedingungen in Bezug genommen.]

## § 2 STATUS

Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind.

## § 3 NEGATIVVERPFLICHTUNG DER EMITTENTIN [Im Falle von Schuldverschreibungen, die von Finance begeben werden ist folgendes anwendbar: GARANTIE UND NEGATIVVERPFLICHTUNG DER GARANTIN]

[(1)] *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise in irgendeiner Weise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit, die von der Emittentin oder einer anderen Person eingegangen oder gewährleistet ist, zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit im gleichen Rang und gleichen Verhältnis teilnehmen zu lassen. "**Kapitalmarktverbindlichkeit**" ist jede Verbindlichkeit zur Zahlung aufgenommener Gelder, die durch Schuldscheine verbrieft, verkörpert oder dokumentiert ist oder durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können. Um etwaige Zweifel bezüglich von asset-backed financings der Emittentin zu vermeiden, schließt das in diesem § 3 benutzte Wort "*Vermögen*" nicht solche Vermögensgegenstände der Emittentin ein, die nach dem jeweils auf die Transaktion anwendbaren Zivilrecht ohne Rückgriffsmöglichkeiten veräußert sind.

Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar

[(2) *Garantie und Negativverpflichtung der Garantin.* Die Garantin hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Negativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise in irgendeiner Weise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit (wie vorstehend definiert), die von der Garantin oder einer anderen Person eingegangen oder gewährleistet ist, zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. Die Garantie und die Negativverpflichtung stellen einen Vertrag

zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und der Negativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und die Negativverpflichtung unmittelbar gegen die Garantin durchzusetzen. Um etwaige Zweifel bezüglich von asset-backed financings der Garantin zu vermeiden, schließt das in diesem § 3 benutzte Wort "*Vermögen*" nicht solche Vermögensgegenstände der Garantin ein, die nach dem jeweils auf die Transaktion anwendbaren Zivilrecht ohne Rückgriffsmöglichkeiten veräußert sind. Kopien der Garantie und Negativverpflichtung werden bei den bezeichneten Geschäftsstellen der Zahlstellen zur kostenlosen Ausgabe während der üblichen Geschäftszeiten bereitgehalten.]

#### § 4 ZINSEN

(1) *Zinszahlungstage*.

(a) Die Schuldverschreibungen werden in Höhe ihres Gesamtnennbetrages ab dem **[Verzinsungsbeginn]** (der "**Verzinsungsbeginn**") (einschließlich) verzinst. Die Zinsen sind an jedem Zinszahlungstag zahlbar.

"**Zinszahlungstag**" in diesem Sinne ist

[jeweils **[festgelegte Zinszahlungstage]**.]

Im Fall von festgelegten Zinszahlungstagen ist folgendes anwendbar

Im Fall von festgelegten Zinsperioden ist folgendes anwendbar

[(sofern diese Anleihebedingungen keine abweichenden Bestimmungen vorsehen) jeweils der Tag, der **[Anzahl]** **[Wochen]** **[Monate]** **[anderer festgelegter Zeitraum/andere festgelegte Zeiträume]** nach dem vorausgehenden Zinszahlungstag liegt oder, im Falle des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt.]

(b) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag:

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, dieser würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zahlungstag auf den unmittelbar vorausgehenden Geschäftstag verlegt.]

Bei Anwendung der modifizierten folgender Geschäftstag-Konvention ist folgendes anwendbar

Bei Anwendung der FRN (*Floating Rate Note* – variabel verzinsliche Schuldverschreibung) Konvention ist folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben, es sei denn, dieser würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorangehenden Geschäftstag vorgezogen und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der **[Zahl]** **[Monate]** nach dem vorangegangenen gültigen Zinszahlungstag liegt.]

Bei Anwendung der folgender Geschäftstag-Konvention ist folgendes anwendbar

[auf den nächstfolgenden Geschäftstag verschoben.]

Bei Anwendung der Vorangegangener Geschäftstag-Konvention ist folgendes

[auf den unmittelbar vorangegangenen Geschäftstag verlegt.]

anwendbar

"**Geschäftstag**" bezeichnet einen Tag

Falls die festgelegte Währung nicht Euro ist, ist folgendes anwendbar

[(außer einem Samstag oder Sonntag), an dem Geschäftsbanken allgemein für Geschäfte in [**relevante(s) Finanzzentrum(en)**] geöffnet sind und Devisenmärkte Zahlungen in [**relevante(s) Finanzzentrum(en)**] abwickeln] [.] [und]

Falls das Clearing System und TARGET geöffnet sein sollen, ist folgendes anwendbar

[an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") geöffnet sind, um die betreffende Zahlung abzuwickeln.]

Falls der Angebotssatz für Einlagen in der festgelegten Währung EURIBOR ist, ist folgendes anwendbar

[(2) *Zinssatz*. Der Zinssatz (der "**Zinssatz**") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts abweichendes bestimmt wird, der Angebotssatz (ausgedrückt als Prozentsatz *per annum*) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) um 11.00 Uhr (Brüsseler Ortszeit) angezeigt wird [**Im Falle einer Marge ist folgendes anwendbar: [zuzüglich] [abzüglich] der Marge** (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"**Zinsperiode**" bezeichnet jeweils den Zeitraum von dem Verzinsungsbeginn bis zum ersten Zinszahlungstag bzw. von jedem Zinszahlungstag bis zum jeweils darauf folgenden Zinszahlungstag.

"**Zinsfestlegungstag**" bezeichnet den zweiten TARGET Geschäftstag vor Beginn der jeweiligen Zinsperiode. "**TARGET-Geschäftstag**" bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross Settlement Express Transfer System 2 ("**TARGET**") geöffnet ist.

[**Im Fall einer Marge ist folgendes anwendbar:** Die "**Marge**" beträgt [**Marge**]% *per annum*.]

"**Bildschirmseite**" bedeutet Reuters Bildschirmseite EURIBOR01 oder jede Nachfolgesseite.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt (zur genannten Zeit), wird die Berechnungsstelle von jeder der Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode bei führenden Banken im Interbanken-Markt in der Euro-Zone um ca. 11.00 Uhr (Brüsseler Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel % auf- oder abgerundet, wobei 0,0005 aufgerundet wird) dieser Angebotssätze [**Im Falle einer Marge ist folgendes anwendbar: [zuzüglich] [abzüglich] der Marge**], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Tausendstel % auf- oder abgerundet, wobei 0,0005 aufgerundet wird) der Angebotssätze ermittelt, die von der Emittentin in angemessener Sorgfalt ausgewählte Großbanken im Interbanken-Markt in der Euro-Zone der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Brüsseler Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden europäischen Banken anbieten [**Im**

Falls der  
Angebotssatz für  
Einlagen in der  
festgelegten  
Währung LIBOR  
ist, ist folgendes  
anwendbar

**Falle einer Marge ist folgendes anwendbar:** [zuzüglich] [abzüglich] der Marge].

"**Euro-Zone**" bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992), den Amsterdamer Vertrag vom 2. Oktober 1997 und den Vertrag von Lissabon vom 13. Dezember 2007, in der jeweils geltenden Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

"**Referenzbanken**" bezeichnet vier Großbanken im Interbanken-Markt in der Euro-Zone, die von der Emittentin ausgewählt wurden.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz der Angebotssatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotssatz angezeigt wurde [[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

[(2) **Zinssatz.** Der Zinssatz (der "**Zinssatz**") für jede Zinsperiode (wie nachstehend definiert) ist, sofern nachstehend nichts abweichendes bestimmt wird der Angebotssatz (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die jeweilige Zinsperiode, der auf der Bildschirmseite am Zinsfestlegungstag (wie nachstehend definiert) um 11.00 Uhr (Londoner Ortszeit) angezeigt wird [**Im Falle einer Marge ist folgendes anwendbar:** [zuzüglich] [abzüglich] der Marge (wie nachstehend definiert)], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

"**Zinsperiode**" bezeichnet jeweils den Zeitraum von dem Verzinsungsbeginn bis zum ersten Zinszahlungstag bzw. von jedem Zinszahlungstag bis zum jeweils darauffolgenden Zinszahlungstag.

"**Zinsfestlegungstag**" bezeichnet den [ersten] [zweiten] [**relevante(s) Finanzzentrum(en)**] Geschäftstag vor Beginn der jeweiligen Zinsperiode. "**[relevante(s) Finanzzentrum(en)] Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem Geschäftsbanken in [**relevante(s) Finanzzentrum(en)**] für Geschäfte (einschließlich Devisen- und Sortengeschäfte) geöffnet sind.

[**Im Falle einer Marge ist folgendes anwendbar:** "**Marge**" beträgt [**Marge**]% *per annum*.]

"**Bildschirmseite**" bedeutet Reuters Bildschirmseite [LIBOR01][LIBOR02] oder jede Nachfolgeseite.

Sollte die maßgebliche Bildschirmseite nicht zur Verfügung stehen oder wird kein Angebotssatz angezeigt (zur genannten Zeit), wird die Berechnungsstelle von jeder der Referenzbanken (wie nachstehend definiert) deren jeweilige Angebotssätze (jeweils als Prozentsatz *per annum* ausgedrückt) für Einlagen in der festgelegten Währung für die betreffende Zinsperiode bei führenden Banken im Londoner Interbanken-Markt um ca. 11.00 Uhr (Londoner Ortszeit) am Zinsfestlegungstag anfordern. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Zinssatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel % auf- oder abgerundet, wobei 0,000005 aufgerundet wird) dieser Angebotssätze [**Im Falle einer Marge ist folgendes anwendbar:** [zuzüglich] [abzüglich] der Marge], wobei alle Festlegungen durch die Berechnungsstelle erfolgen.

Falls an einem Zinsfestlegungstag nur eine oder keine der Referenzbanken der Berechnungsstelle solche im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Zinssatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste ein Hunderttausendstel % auf- oder abgerundet, wobei 0,000005 aufgerundet wird) der Angebotssätze ermittelt, die von der



Berechnungsstelle in angemessener Sorgfalt ausgewählte Großbanken im Londoner Interbanken-Markt der Berechnungsstelle auf ihre Anfrage als den jeweiligen Satz nennen, zu dem sie um ca. 11.00 Uhr (Londoner Ortszeit) am betreffenden Zinsfestlegungstag Darlehen in der festgelegten Währung für die betreffende Zinsperiode und über einen repräsentativen Betrag gegenüber führenden europäischen Banken anbieten **[Im Falle einer Marge ist folgendes anwendbar: [zuzüglich] [abzüglich] der Marge].**

"Referenzbanken" bezeichnet vier Großbanken im Londoner Interbanken-Markt.

Falls der Zinssatz nicht gemäß den vorstehenden Bestimmungen dieses Absatzes (2) ermittelt werden kann, ist der Zinssatz der Angebotsatz auf der Bildschirmseite, wie vorstehend beschrieben, an dem letzten Tag vor dem Zinsfestlegungstag, an dem dieser Angebotsatz angezeigt wurde **[[zuzüglich] [abzüglich] der Marge (wie vorstehend definiert)],** wobei alle Festlegungen durch die Berechnungsstelle erfolgen.]

Falls ein  
Mindestzinssatz  
gilt, ist folgendes  
anwendbar

[(3) *Mindestzinssatz.* Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als **[Mindestzinssatz]**, so ist der Zinssatz für diese Zinsperiode **[Mindestzinssatz].**]

Falls ein  
Höchstzinssatz  
gilt, ist folgendes  
anwendbar

[(3) *Höchstzinssatz.* Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als **[Höchstzinssatz]**, so ist der Zinssatz für diese Zinsperiode **[Höchstzinssatz].**]

[(4) *Zinsbetrag.* Die Berechnungsstelle wird zu - oder baldmöglichst nach - jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den Zinssatz bestimmen und den zahlbaren Zinsbetrag in Bezug auf den festgelegten Nennbetrag (der "**Zinsbetrag**") für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf den festgelegten Nennbetrag angewendet werden, wobei der resultierende Betrag auf die kleinste Einheit der festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.

[(5) *Mitteilung von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der für die jeweilige Zinsperiode geltende Zinssatz, Zinsbetrag und Zinszahlungstag der Emittentin **[Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar: und der Garantin]** und den Gläubigern gemäß [§ 14] baldmöglichst, aber keinesfalls später als am vierten auf die Berechnung jeweils folgenden **[TARGET] [relevante(s) Finanzzentrum(en)]** Geschäftstag (wie in § 4 Absatz 2 definiert) sowie jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt notiert werden und deren Regeln eine Mitteilung an die Börse verlangen, baldmöglichst, aber keinesfalls später als zu Beginn der jeweiligen Zinsperiode, mitgeteilt werden. Im Falle einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt notiert werden, sowie den Gläubigern gemäß [§ 14] mitgeteilt.

[(6) *Verbindlichkeit der Festsetzungen.* Alle Bescheinigungen, Mitteilungen, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 4 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, **[Im Fall von Schuldverschreibungen, die von der Finance begeben werden ist folgendes anwendbar: die Garantin,]** den Fiscal Agent, die Zahlstellen und die Gläubiger bindend.

[(7) *Auflaufende Zinsen.* Der Zinslauf der Schuldverschreibungen endet mit Ablauf des Tages, der dem Tag vorangeht, an dem sie zur Rückzahlung fällig werden. Sollte die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlösen, endet die Verzinsung des ausstehenden Gesamtnennbetrages der Schuldverschreibungen erst mit Ablauf des Tages, der dem Tag der tatsächlichen Rückzahlung der

Schuldverschreibungen vorangeht. Der jeweils geltende Zinssatz ist der gesetzlich festgelegte Satz für Verzugszinsen.<sup>1</sup>

[(8)] *Zinstagequotient*. "**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**"):

Im Falle von  
Actual/365 (Fixed)  
ist folgendes  
anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365.]

Im Falle von  
Actual/360 ist  
folgendes  
anwendbar

[die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 360.]

## § 5 ZÄHLUNGEN

(1) *Zahlungen auf Kapital*. Zahlungen auf Kapital in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes 3 an das Clearing System oder dessen Order zur Gutschrift auf die Konten der jeweiligen Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten.

Für die Zwecke des § 1 Absatz 3 und dieses § 5 bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, die U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

(2) *Zahlung von Zinsen*. Die Zahlung von Zinsen auf Schuldverschreibungen erfolgt nach Maßgabe des nachstehenden Absatzes 3 an das Clearing System oder dessen Order zur Gutschrift für die betreffenden Kontoinhaber des Clearing Systems außerhalb der Vereinigten Staaten.

Die Zahlung von Zinsen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgt nach Maßgabe des nachstehenden Absatzes 3 an das Clearing System oder dessen Order zur Gutschrift für die betreffenden Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 Absatz 3 (b) außerhalb der Vereinigten Staaten.

(3) *Zahlungsweise*. Vorbehaltlich (i) geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften und (ii) eines Einbehalts oder Abzugs aufgrund eines Vertrags wie in Section 1471(b) des U.S. Internal Revenue Code von 1986 (der "**Code**") beschrieben bzw. anderweit gemäß Section 1471 bis Section 1474 des Code auferlegt, etwaigen aufgrund dessen getroffener Regelungen oder geschlossener Abkommen, etwaiger offizieller Auslegungen davon, oder von Gesetzen zur Umsetzung einer Regierungszusammenarbeit dazu erfolgen zu leistende Zahlungen auf Schuldverschreibungen in der festgelegten Währung.

(4) *Erfüllung*. Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(5) *Zahltag*. Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger vorbehaltlich der Bestimmungen in § 4(1), keinen Anspruch auf Zahlung vor dem nächsten Zahltag am jeweiligen Geschäftsort. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Geschäftstag ist.

(6) *Bezugnahmen auf Kapital und Zinsen*. Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der

<sup>1</sup> Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 BGB.

Schuldverschreibungen; sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 8 zahlbaren zusätzlichen Beträge einschließen.

(7) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

## § 6 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag an dem in den **[Rückzahlungsmonat]** fallenden Zinszahlungstag (der "**Fälligkeitstag**") zurückgezahlt. Der "**Rückzahlungsbetrag**" in Bezug auf jede Schuldverschreibung entspricht dem Nennbetrag.

Im Fall von Schuldverschreibungen, die von Deutsche Telekom begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus Steuergründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß [§ 14] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem **[Tag der Begebung]** wirksam) zur Zahlung von zusätzlichen Beträgen (wie in § 8 dieser Anleihebedingungen, definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin zur Verfügung stehender und ihr zumutbarer Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings (i) nicht früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, und (ii) zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, muss die Verpflichtung zur Zahlung von zusätzlichen Beträgen noch wirksam sein. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.

Eine solche Kündigung hat gemäß [§ 14] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die Umstände darlegt, die das Rückzahlungsrecht der Emittentin begründen.]

Im Fall von Schuldverschreibungen, die von Finance begeben werden, ist folgendes anwendbar

[(2) *Vorzeitige Rückzahlung aus Steuergründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber dem Fiscal Agent und gemäß [§ 14] gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Rückzahlungsbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder die Garantin, die aus von ihr nicht zu verantwortenden Gründen die Leistung der Zahlung durch die Emittentin nicht bewirken kann, als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Niederlande oder der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt diese Änderung oder Ergänzung wird am oder nach dem **[Tag der Begebung]** wirksam) zur Zahlung von zusätzlichen Beträgen (wie in § 8 dieser Anleihebedingungen, bzw. in der Garantie definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin oder der Garantin zur Verfügung stehender und ihr zumutbarer Maßnahmen

vermieden werden kann.

Eine solche Kündigung darf allerdings (i) nicht früher als 90 Tage vor dem frühest möglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, und (ii) zu dem Zeitpunkt, in dem die Kündigungsmitteilung erfolgt, muss die Verpflichtung zur Zahlung von zusätzlichen Beträgen noch wirksam sein. Der für die Rückzahlung festgelegte Termin muss ein Zinszahlungstag sein.

Eine solche Kündigung hat gemäß [§ 14] zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die Umstände darlegt, die das Rückzahlungsrecht der Emittentin begründen.]

Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig zum Rückzahlungsbetrag zurückzahlen ist folgendes anwendbar

[(3) *Vorzeitige Rückzahlung nach Wahl der Emittentin.*

- (a) Die Emittentin kann, nachdem sie gemäß Absatz (b) gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am [Zahl] Jahre nach dem Verzinsungsbeginn folgenden Zinszahlungstag und danach an jedem darauf folgenden Zinszahlungstag (jeder ein "**Wahl-Rückzahlungstag (Call)**") zum Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzahlen.
- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß [§ 14] und dem Fiscal Agent bekannt zu geben (die Kündigung gegenüber dem Fiscal Agent hat mindestens 7 Tage vor der Kündigung gegenüber den Gläubigern zu erfolgen). Sie beinhaltet die folgenden Angaben:
  - (i) die zurückzuzahlende Serie von Schuldverschreibungen;
  - (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtbetrag der zurückzuzahlenden Schuldverschreibungen und, falls die Schuldverschreibungen durch Einzelkunden verbrieft sind, die entsprechenden Seriennummern; und
  - (iii) den Wahl-Rückzahlungstag (Call), der nicht weniger als 15 und nicht mehr als 30 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

## § 7

### DER FISCAL AGENT UND DIE ZAHLSTELLE UND DIE BERECHNUNGSSTELLE

(1) *Ernennung; bezeichnete Geschäftsstellen.* Der anfänglich bestellte Fiscal Agent, die anfänglich bestellte Zahlstelle und die anfänglich bestellte Berechnungsstelle und deren bezeichnete Geschäftsstellen lauten wie folgt:

Fiscal Agent und	Citibank Europe plc
Zahlstelle:	1 North Wall Quay
	Dublin 1
	Ireland

Falls der Fiscal Agent als Berechnungsstelle

[Der Fiscal Agent handelt auch als Berechnungsstelle.]

bestellt werden  
soll, ist folgendes  
anwendbar

Falls eine  
Berechnungsstelle  
bestellt werden  
soll, die nicht der  
Fiscal Agent ist,  
ist folgendes  
anwendbar

[Die Berechnungsstelle und ihre anfängliche Geschäftsstelle lauten:

Berechnungsstelle      **[Name und Geschäftsstelle]**

Der Fiscal Agent, die Zahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre jeweiligen bezeichneten Geschäftsstellen durch andere bezeichnete Geschäftsstellen in demselben Land zu ersetzen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung des Fiscal Agent oder einer Zahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und einen anderen Fiscal Agent oder zusätzliche oder andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird jedoch zu jedem Zeitpunkt [(i)] einen Fiscal Agent **[Für auf US-Dollar lautende Schuldverschreibungen ist folgendes anwendbar:** und (ii) falls Zahlungen bei den oder durch die Geschäftsstellen aller Zahlstellen außerhalb der Vereinigten Staaten (wie in § 5(1) definiert) aufgrund der Einführung von Devisenbeschränkungen oder ähnlichen Beschränkungen hinsichtlich der vollständigen Zahlung oder des Empfangs der entsprechenden Beträge in US-Dollar widerrechtlich oder tatsächlich ausgeschlossen werden, eine Zahlstelle mit bezeichneter Geschäftsstelle in New York City] unterhalten [und] [(iii)] eine Berechnungsstelle **[Falls die Berechnungsstelle eine bezeichnete Geschäftsstelle an einem vorgeschriebenen Ort haben muss ist folgendes anwendbar:** mit bezeichneter Geschäftsstelle in **[vorgeschriebener Ort]**]. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird (außer im Insolvenzfall, wo eine solche Änderung sofort wirksam wird) nur wirksam, sofern die Gläubiger hierüber gemäß [§ 14] vorab unter Einhaltung einer Frist von mindestens 30 und höchstens 45 Tagen informiert wurden.

(3) *Erfüllungsgehilfe(n) der Emittentin.* Der Fiscal Agent und die Zahlstelle[n] und die Berechnungsstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

## § 8 STEUERN

Im Fall von  
Schuldverschrei-  
bungen, die von  
Deutsche Telekom  
begeben werden,  
ist folgendes  
anwendbar

[Kapital und Zinsen werden von der Emittentin ohne Abzug oder Einbehalt wegen gegenwärtiger oder zukünftiger Steuern, Abgaben oder amtlicher Gebühren gleich welcher Art gezahlt, die von oder in Deutschland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden (nachstehend zusammen "Quellensteuern" genannt), es sei denn, ein solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben. In diesem letzteren Fall wird die Emittentin die zusätzlichen Beträge an Kapital und Zinsen zahlen, die erforderlich sind, damit der dem Gläubiger nach diesem Abzug oder Einbehalt zufließende Nettobetrag jeweils den Beträgen an Kapital und Zinsen entspricht, die ihm zustehen würden, wenn der Abzug oder Einbehalt nicht erforderlich wäre. Solche zusätzlichen Beträge sind jedoch nicht zahlbar wegen Steuern, Abgaben oder amtlicher Gebühren, die

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen gegenwärtiger oder früherer persönlicher oder geschäftlicher Beziehungen des Gläubigers zu Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

Im Fall von Schuldverschreibungen, die von Finance begeben werden, ist folgendes anwendbar

- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Anleihebedingungen wirksam wird.]

[Kapital und Zinsen werden von der Emittentin ohne Abzug oder Einbehalt wegen gegenwärtiger oder zukünftiger Steuern, Abgaben oder amtlicher Gebühren gleich welcher Art gezahlt, die von oder in den Niederlanden oder Deutschland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden (nachstehend zusammen "**Quellensteuern**" genannt), es sei denn, ein solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben. In diesem letzteren Fall wird die Emittentin die zusätzlichen Beträge an Kapital und Zinsen zahlen, die erforderlich sind, damit der dem Gläubiger nach diesem Abzug oder Einbehalt zufließende Nettobetrag jeweils den Beträgen an Kapital und Zinsen entspricht, die ihm zustehen würden, wenn der Abzug oder Einbehalt nicht erforderlich wäre. Solche zusätzlichen Beträge sind jedoch nicht zahlbar wegen Steuern, Abgaben oder amtlicher Gebühren, die

- (a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder
- (b) wegen gegenwärtiger oder früherer persönlicher oder geschäftlicher Beziehungen des Gläubigers zu den Niederlanden oder Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in den Niederlanden oder Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der Deutschland, die Niederlande oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Anleihebedingungen wirksam wird.]

## § 9

### VORLEGUNGSFRIST

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

## § 10

### KÜNDIGUNG

Im Fall von Schuldverschreibungen, die von Deutsche Telekom begeben werden, ist folgendes

[(1) *Kündigungsrecht.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Rückzahlungsbetrag, zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls einer der folgenden Kündigungsgründe ("**Kündigungsgründe**") vorliegt:

anwendbar

- (a) die Emittentin zahlt Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag; oder
- (b) die Emittentin unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen und diese Unterlassung, falls sie geheilt werden kann, länger als 60 Tage fort dauert, nachdem die Emittentin hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 3 Absatz 1 definiert) der Emittentin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung des dieser Kapitalmarktverbindlichkeit zugrunde liegenden Vertrages, oder die Emittentin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 25.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn die Emittentin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird, oder
- (d) die Emittentin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin eröffnet, oder die Emittentin ein solches Verfahren einleitet oder beantragt, oder
- (f) die Emittentin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) in Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin daran gehindert wird, die von ihr gemäß diesen Anleihebedingungen übernommenen Verpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum*. In den Fällen des § 10 Absatz 1 (b) oder 1 (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 10 Absatz 1(a), 1(d), 1(e), 1(f) oder 1(g) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emittentin Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens  $\frac{1}{10}$  der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Form der Erklärung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist in Textform (z.B. per eMail oder Fax) oder schriftlich gegenüber der Emittentin oder dem Fiscal Agent zu erklären und an die jeweils bezeichnete Geschäftsstelle zu übermitteln.]

Im Fall von  
Schuldverschrei-  
bungen, die von  
Finance begeben  
werden, ist  
folgendes  
anwendbar

[(1) *Kündigungsrecht*. Jeder Gläubiger ist berechtigt, seine Schuldverschreibungen zu kündigen und deren sofortige Tilgung zu ihrem Rückzahlungsbetrag, zuzüglich etwaiger bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls einer der folgenden Kündigungsgründe ("**Kündigungsgründe**") vorliegt:

- (a) die Emittentin zahlt Kapital oder Zinsen nicht innerhalb von 30 Tagen nach dem betreffenden Fälligkeitstag; oder

- (b) die Emittentin unterlässt die ordnungsgemäße Erfüllung irgendeiner anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin unterlässt die Erfüllung einer Verpflichtung aus der Garantie, auf die in § 3 Bezug genommen wird, und diese Unterlassung, falls sie geheilt werden kann, länger als 60 Tage fort dauert, nachdem die Emittentin hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder
- (c) eine Kapitalmarktverbindlichkeit (wie in § 3 Absatz 1 definiert) der Emittentin oder der Garantin vorzeitig zahlbar wird aufgrund einer Nicht- oder Schlechterfüllung des dieser Kapitalmarktverbindlichkeit zugrunde liegenden Vertrages, oder die Emittentin oder die Garantin einer Zahlungsverpflichtung in Höhe oder im Gegenwert von mehr als EUR 25.000.000 aus einer Kapitalmarktverbindlichkeit oder aufgrund einer Bürgschaft oder Garantie, die für eine Kapitalmarktverbindlichkeit Dritter gegeben wurde, nicht innerhalb von 30 Tagen nach ihrer Fälligkeit bzw. im Falle einer Bürgschaft oder Garantie nicht innerhalb von 30 Tagen nach Inanspruchnahme aus dieser Bürgschaft oder Garantie nachkommt, es sei denn die Emittentin oder die Garantin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist bzw. diese Bürgschaft oder Garantie berechtigterweise geltend gemacht wird, oder falls eine für solche Verbindlichkeiten bestellte Sicherheit für die oder von den daraus berechtigten Gläubiger(n) in Anspruch genommen wird, oder
- (d) die Emittentin oder die Garantin ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen einstellt, oder
- (e) ein Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin eröffnet, oder die Emittentin oder die Garantin ein solches Verfahren einleitet oder beantragt, oder die Emittentin ein "surseance van betaling" (Schuldenmoratorium im Sinne des niederländischen Insolvenzrechts) beantragt, oder
- (f) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und diese Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit diesen Schuldverschreibungen eingegangen ist, oder
- (g) in den Niederlanden oder in Deutschland irgendein Gesetz, eine Verordnung oder behördliche Anordnung erlassen wird oder ergeht, aufgrund derer die Emittentin oder die Garantin daran gehindert wird, die von ihr gemäß diesen Anleihebedingungen bzw. der Garantie übernommenen Verpflichtungen in vollem Umfang zu beachten und zu erfüllen und diese Lage nicht binnen 90 Tagen behoben ist, oder
- (h) die Garantie aus irgendeinem Grund nicht mehr gilt.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Quorum.* In den Fällen des § 10 Absatz 1 (b) oder 1 (c) wird eine Kündigung, sofern nicht bei deren Eingang zugleich einer der in § 10 Absatz 1(a), 1(d), 1(e), 1(f), 1(g) oder 1(h) bezeichneten Kündigungsgründe vorliegt, erst wirksam, wenn bei der Emittentin Kündigungserklärungen von Gläubigern von Schuldverschreibungen im Gesamtnennbetrag von mindestens  $\frac{1}{10}$  der dann ausstehenden Schuldverschreibungen eingegangen sind.

(3) *Form der Erklärung.* Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß vorstehendem Absatz 1 ist in Textform (z.B. per eMail oder Fax) oder schriftlich gegenüber der Emittentin oder dem Fiscal Agent zu erklären und an die jeweils bezeichnete Geschäftsstelle zu übermitteln.]

## § 11

### ERSETZUNG DER EMITTENTIN

[(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger eine Tochtergesellschaft (wie nachstehend definiert)

Im Fall von  
Schuldverschreibungen, die von



Deutsche Telekom  
begeben werden,  
ist folgendes  
anwendbar

der Emittentin an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erlangt hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung ihrer Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, erhobene Steuern oder sonstige Abgaben jeder Art, abzuziehen oder einzubehalten;
- (c) die Emittentin unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge garantiert und diese Garantie eine Verpflichtung der Garantin gemäß den Bestimmungen des § 3 enthält; und
- (d) sichergestellt ist, dass sich die Verpflichtungen der Emittentin aus der Garantie und der Negativverpflichtung des Debt Issuance Programms der Emittenten **[Falls die Bestimmungen über Beschlüsse der Gläubiger gelten, ist folgendes anwendbar:** (auf die die unten in [§ 12] aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen sinngemäß Anwendung finden)] auch auf die Schuldverschreibungen der Nachfolgeschuldnerin erstrecken.

Im Sinne dieser Anleihebedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Deutsche Telekom direkt oder indirekt insgesamt nicht weniger als 90% des Kapitals jeder Klasse oder der Stimmrechte hält

(2) *Bekanntmachung.* Jede solche Ersetzung wird gemäß [§ 14] bekannt gegeben.

(3) *Änderung von Bezugnahmen.* Im Falle einer solchen Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin, und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.]

Im Fall von  
Schuldverschrei-  
bungen, die von  
Finance begeben  
werden, ist  
folgendes  
anwendbar

[(1) *Ersetzung.* Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger, entweder die Garantin oder eine Tochtergesellschaft (wie nachstehend definiert) der Garantin an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit dieser Emission einzusetzen, vorausgesetzt, dass:

- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
- (b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erlangt hat und berechtigt ist, an den Fiscal Agent die zur Erfüllung ihrer Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, in dem Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat, erhobene Steuern oder sonstige Abgaben jeder Art, abzuziehen oder einzubehalten; und
- (c) die Garantin, sofern sie nicht selbst die Nachfolgeschuldnerin ist, unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge garantiert, wobei diese Garantie im wesentlichen die Form der "**Garantie**" hat.

Im Sinne dieser Anleihebedingungen bedeutet "**Tochtergesellschaft**" eine Kapital- oder Personengesellschaft, an der die Deutsche Telekom direkt oder indirekt insgesamt nicht weniger als 90% des Kapitals jeder Klasse oder der Stimmrechte hält

(2) *Bekanntmachung.* Jede solche Ersetzung wird gemäß [§ 14] bekannt gegeben.

Falls die Schuldverschreibungen Beschlüsse der Gläubiger vorsehen, ist folgendes anwendbar

(3) *Änderung von Bezugnahmen.* Im Falle einer solchen Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin, und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat.]

## [§ 12

### **ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER [Im Falle von Schuldverschreibungen, die von Deutsche Telekom Finance begeben werden, ist folgendes anwendbar:; ÄNDERUNG DER GARANTIE]**

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75% der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Beschlüsse der Gläubiger.* Beschlüsse der Gläubiger werden nach Wahl der Emittentin im Wege der Abstimmung ohne Versammlung nach § 18 SchVG oder einer Gläubigerversammlung nach § 9 SchVG gefasst.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil.

(6) *Gemeinsamer Vertreter.*

**[Falls kein gemeinsamer Vertreter in den Anleihebedingungen bestellt wird, ist folgendes anwendbar:** Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen.]

**[Im Fall der Bestellung des gemeinsamen Vertreters in den Anleihebedingungen, ist folgendes anwendbar:** Gemeinsamer Vertreter ist **[Gemeinsamer Vertreter]**. Die Haftung des gemeinsamen Vertreters ist auf das Zehnfache seiner jährlichen Vergütung beschränkt, es sei denn, dem gemeinsamen Vertreter fällt Vorsatz oder grobe Fahrlässigkeit zur Last.]

Der gemeinsame Vertreter hat die Aufgaben und Befugnisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) *Änderung der Garantie.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen gelten sinngemäß für jede Garantie Zusammenhang mit den Schuldverschreibungen.]

#### [§ 13]

### BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder beim Fiscal Agent zwecks Entwertung eingereicht werden. Sofern diese Käufe durch öffentliches Angebot erfolgen, muss dieses Angebot allen Gläubigern gemacht werden.

(3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

#### [§ 14]

### MITTEILUNGEN

[(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen durch elektronische Publikation auf der Website der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu)). Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.]

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen auf der offiziellen Liste der Luxemburger Börse gelistet sind, findet Absatz (1) Anwendung. Soweit die Mitteilung den Zinssatz von variabel verzinslichen Schuldverschreibungen betrifft oder die Regeln der Luxemburger Börse dies sonst zulassen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(1) *Mitteilungen an das Clearing System.* Die Emittentin wird alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearing System zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.]

[(2)][(3)] *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen in Textform (z.B. per eMail oder Fax) oder schriftlich erfolgen und zusammen mit dem Nachweis seiner Inhaberschaft gemäß [§ 15 Absatz [5]] an den Fiscal Agent geleitet werden. Eine solche Mitteilung kann über das Clearing System in der von dem Fiscal Agent und dem Clearing System dafür vorgesehenen Weise erfolgen.

#### [§ 15]

### ANWENDBARES RECHT, ERFÜLLUNGORT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht.

(2) *Erfüllungsort.* Erfüllungsort ist Frankfurt am Main.

Im Fall von Schuldverschreibungen, die auf der offiziellen Liste der Luxemburger Börse gelistet sind, ist folgendes anwendbar

Im Fall von Schuldverschreibungen, die nicht an einer Börse notiert sind, ist folgendes anwendbar

(3) *Gerichtsstand*. Nicht ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus oder im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main. **[Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar:** Die Gläubiger können ihre Ansprüche jedoch auch vor anderen zuständigen Gerichten geltend machen.] Die deutschen Gerichte sind nicht ausschließlich zuständig für die Kraftloserklärung abhandgekommener oder vernichteter Schuldverschreibungen. Die Emittentin unterwirft sich hiermit der Gerichtsbarkeit der nach diesem Absatz zuständigen Gerichte.

Bei von Finance begebenen Schuldverschreibungen ist folgendes anwendbar

[(4) *Ernennung von Zustellungsbevollmächtigten*. Für etwaige Rechtsstreitigkeiten oder sonstige Verfahren vor deutschen Gerichten bestellt die Emittentin die Deutsche Telekom zu ihrem Zustellungsbevollmächtigten in Deutschland].

[(5)] *Gerichtliche Geltendmachung*. Jeder Gläubiger von Schuldverschreibungen, der diese über ein Clearing System hält, darf in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage schützen oder geltend machen: (i) Er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der betreffenden Schuldverschreibungen als Global- oder Einzelkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder der Verwahrstelle des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der Globalkunde oder der Einzelkunde in einem solchen Verfahren erforderlich wäre. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist. Im Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Kreditinstitut, das berechtigt ist, das Wertpapierverwahrgeschäft zu betreiben und bei dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems.

#### [§ 16] Sprache

Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, ist folgendes anwendbar

[Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Eine Übersetzung in die englische Sprache ist beigelegt. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.]

Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, ist folgendes anwendbar

[Diese Anleihebedingungen sind in englischer Sprache abgefasst und mit einer Übersetzung in die deutsche Sprache versehen. Der englische Text soll bindend und maßgeblich sein. Die deutsche Übersetzung ist unverbindlich.]

Falls die  
Anleihebedingun-  
gen ausschließlich  
in deutscher  
Sprache abgefasst  
sind, ist folgendes  
anwendbar

[Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

**Guarantee**  
and  
**Negative Pledge**  
of  
DEUTSCHE TELEKOM AG  
Bonn, Federal Republic of Germany,  
for the benefit of the Holders of Notes (the "**Notes**")  
issued by  
Deutsche Telekom International Finance B.V.  
(incorporated with limited liability in The Netherlands)  
under the Debt Issuance Programme (the "**Programme**")  
as in force from time to time

WHEREAS:

(A) Deutsche Telekom AG (the "**Guarantor**") and Deutsche Telekom International Finance B.V. ("**Finance**") intend to issue from time to time Notes under the Programme;

(B) the Guarantor wishes to guarantee the payment of principal and interest and any other amounts payable in respect of any and all Notes that may be issued by Finance under the Programme;

(C) the Guarantor wishes to enter into a negative pledge for the benefit of each Holder of Notes that may be issued by Finance under the Programme;

IT IS AGREED AS FOLLOWS:

- (1) (a) The Guarantor unconditionally and irrevocably guarantees to the holder of each Note (which expression shall include any Temporary Global Note or Permanent Global Note representing Notes) (each a "**Holder**"), now or at any time hereafter issued by Finance under the Programme, the due and punctual payment of the principal of, and interest on, the Notes and any other amounts which may be expressed to be payable under any Note in accordance with the Terms and Conditions, as and when the same shall become due in accordance with the Terms and Conditions.
- (b) This Guarantee constitutes an unconditional, unsecured and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor from time to time outstanding.
- (c) All payments under this Guarantee shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of the Federal Republic of Germany or by or on behalf of any political subdivision or authority therein having power to tax (hereinafter together called "**Withholding Taxes**"), unless such deduction or withholding is required by law. In such event, the Guarantor shall pay such additional amounts as may be necessary in order that the net amounts received by the Holder after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required. No such additional amounts shall, however, be payable on account of any taxes, duties or governmental charges which
- (i) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Guarantor from payments made by it; or
- (ii) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in the Federal Republic of Germany; or

- (iii) are deducted or withheld pursuant to (x) any European Union directive or regulation concerning the taxation of interest income, or (y) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (z) any provision of law implementing, or complying with, or introduced to conform with such directive, regulation, treaty or understanding; or
  - (iv) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or is duly provided for and notice thereof is published in accordance with the Terms and Conditions whichever occurs later.
- (d) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of Finance under the Notes, (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Notes, and (iii) shall not be affected by any event, condition or circumstance of whatever nature, whether factual or legal, save the full, definitive and irrevocable satisfaction of any and all payment obligations expressed to be assumed under the Notes.
- (e) The obligations of the Guarantor under this Guarantee shall, without any further act or thing being required to be done or to occur, extend to the obligations of any Substituted Debtor which is not the Guarantor arising in respect of any Note by virtue of a substitution pursuant to the Terms and Conditions.
- (f) This Guarantee is given in respect of any and all Notes which are or will be issued by Finance under the Programme on or after the date hereof. The Guarantee dated 31 October 1997 extends to any and all Notes which have been issued by Finance during the period beginning on 31 October 1997 through 9 November 1999. The Guarantee dated 10 November 1999 extends to any and all Notes which have been issued by Finance during the period beginning on 10 November 1999 through 5 June 2001. The Guarantee dated 6 June 2001 extends to any and all Notes which have been issued by Finance on or after 6 June 2001 and prior to the date hereof. The Guarantee dated 1 September 2005 extends to any and all Notes which have been issued by Finance on or after 1 September 2005 and prior to the date hereof. The Guarantee dated 30 April 2014 extends to any and all Notes which have been issued by Finance on or after 30 April 2014 and prior to the date hereof. The Guarantee dated 26 April 2017 extends to any and all Notes which have been issued by Finance on or after 26 April 2017 and prior to the date hereof.

(2) The Guarantor undertakes towards each Holder, so long as any of the Notes remains outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security of any present or future Capital Market Indebtedness issued or guaranteed by the Guarantor or by any other person, without at the same time having the Holders share equally and rateably in such security. "**Capital Market Indebtedness**" means any obligation for the payment of borrowed money which is in the form of, or represented or evidenced by, a certificate of indebtedness or in the form of, or represented or evidenced by, bonds, notes or other securities which are, or are capable of being, quoted, listed, dealt in or traded on a stock exchange or other recognised securities market. For the purposes of avoiding any doubt in respect of asset-backed financings originated by the Guarantor, the expression "*assets*" as used in this subparagraph (2) does not include assets of the Guarantor that are sold on a non-recourse basis determined in accordance with the civil law applicable to such transaction.

(3) This Agreement and all undertakings herein contained constitute a contract for the benefit of the Holders from time to time as third-party beneficiaries pursuant to § 328 (1) of the German Civil Code. They give rise to the right of each such Holder to require performance of the obligations undertaken herein directly from the Guarantor and to enforce such obligations directly against the Guarantor.

(4) Citibank Europe plc does not act as fiduciary or in any similar capacity for the Holders.

(5) Terms used in this Agreement and not otherwise defined herein shall have the meanings attributed to them in the Terms and Conditions.

(6) This Agreement shall be governed by, and construed in accordance with, German law.

(7) This Agreement is written in the English language and attached hereto is a non-binding German language translation.

(8) The original version of this Agreement shall be delivered to, and kept by, Citibank Europe plc.

(9) The place of jurisdiction for all legal proceedings arising out of or in connection with this Agreement shall be Frankfurt am Main. Each Holder, however, may pursue his claims also before any other court of competent jurisdiction.

(10) Each Holder may in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties protect and enforce in his own name his rights arising under this Agreement on the basis of a copy of this Agreement certified as being a true copy by a duly authorised officer of Citibank Europe plc, without the need for production in such proceedings of this Guarantee.

Bonn, 18 April 2019

DEUTSCHE TELEKOM AG

We accept the terms of the above Guarantee without recourse, warranty or liability.

18 April 2019

CITIBANK EUROPE PLC



Non-binding translation of the Guarantee and the Negative Pledge:

**Garantie**  
und  
**Negativverpflichtung**  
der  
DEUTSCHE TELEKOM AG  
Bonn, Bundesrepublik Deutschland,  
zugunsten der Gläubiger von Schuldverschreibungen (die "**Schuldverschreibungen**"),  
die von der  
Deutsche Telekom International Finance B.V.  
(einer mit beschränkter Haftung in den Niederlanden errichteten Gesellschaft)  
im Rahmen des Debt Issuance Programme (das "**Programm**")  
in seiner jeweils geltenden Fassung begeben werden.

IM HINBLICK DARAUF DASS:

(A) Deutsche Telekom AG (die "**Garantin**") und Deutsche Telekom International Finance B.V. ("**Finance**") beabsichtigt, von Zeit zu Zeit Schuldverschreibungen im Rahmen des Programms zu begeben;

(B) die Garantin die Zahlung von Kapital und Zinsen sowie von allen sonstigen Beträgen, die aufgrund der von Finance im Rahmen des Programms begebenen Schuldverschreibungen zu leisten sind, garantieren möchte;

(C) die Garantin gegenüber jedem Gläubiger der von Finance im Rahmen des Programms begebenen Schuldverschreibungen eine Negativverpflichtung eingehen möchte;

WIRD FOLGENDES VEREINBART:

- (1) (a) Die Garantin übernimmt gegenüber jedem Gläubiger ("**Gläubiger**") der Schuldverschreibungen (wobei dieser Begriff jede vorläufige oder Dauerglobalurkunde, die Schuldverschreibungen verbrieft, einschließt), die jetzt oder zu irgendeinem Zeitpunkt nach dem Datum dieser Garantie von Finance im Rahmen des Programms begeben werden, die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen auf die Schuldverschreibungen sowie von allen sonstigen Beträgen, die gemäß den Anleihebedingungen auf Schuldverschreibungen zahlbar sind, bei deren Fälligkeit gemäß den Anleihebedingungen.
- (b) Diese Garantie begründet eine unbedingte, unbesicherte und nicht nachrangige Verbindlichkeit der Garantin, die mit allen anderen jeweils bestehenden, nicht besicherten und nicht nachrangigen Verbindlichkeiten der Garantin gleichrangig ist.
- (c) Sämtliche Zahlungen aufgrund dieser Garantie sind ohne Abzug oder Einbehalt wegen gegenwärtiger oder zukünftiger Steuern, Abgaben oder amtlicher Gebühren gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden (nachstehend zusammen "**Quellensteuern**" genannt), es sei denn, ein solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben. In diesem letzteren Fall wird die Garantin die zusätzlichen Beträge zahlen, die erforderlich sind, damit der dem Gläubiger nach diesem Abzug oder Einbehalt zufließende Nettobetrag jeweils den Beträgen an Kapital und Zinsen entspricht, die ihm zustehen würden, wenn der Abzug oder Einbehalt nicht erforderlich wäre. Solche zusätzlichen Beträge sind jedoch nicht zahlbar wegen Steuern, Abgaben oder amtlicher Gebühren, die
- (i) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Garantin aus den von ihr zu leistenden Zahlungen einen Abzug oder Einbehalt vornimmt; oder

- (ii) wegen gegenwärtiger oder früherer persönlicher oder geschäftlicher Beziehungen des Gläubigers zu der Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder
  - (iii) aufgrund (x) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (y) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (z) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
  - (iv) aufgrund einer Rechtsänderung zahlbar sind, die später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß den Anleihebedingungen wirksam wird.
- (d) Die Verpflichtungen der Garantin aus dieser Garantie (i) sind selbständig und unabhängig von den Verpflichtungen der Finance aus den Schuldverschreibungen (ii) bestehen unabhängig von der Rechtmäßigkeit, Gültigkeit, Verbindlichkeit und Durchsetzbarkeit der Schuldverschreibungen und (iii) werden nicht durch Ereignisse, Bedingungen oder Umstände tatsächlicher oder rechtlicher Art berührt, außer durch die vollständige, endgültige und unwiderrufliche Erfüllung sämtlicher in den Schuldverschreibungen eingegangenen Zahlungsverpflichtungen.
- (e) Die Verpflichtungen der Garantin aus dieser Garantie erstrecken sich, ohne dass eine weitere Handlung vorgenommen wird oder ein weiterer Umstand eintreten muss, auf die Verpflichtungen einer nicht mit der Garantin identischen Nachfolgeschuldnerin, die infolge einer Schuldnerersetzung gemäß den Anleihebedingungen in Bezug auf die Schuldverschreibungen entstehen.
- (f) Diese Garantie erstreckt sich auf sämtliche Schuldverschreibungen, die am oder nach dem Datum dieser Garantie von Finance unter dem Programm begeben werden. Die Garantie mit Datum vom 31. Oktober 1997 gilt für sämtliche Schuldverschreibungen, die von Finance in der Zeit vom 31. Oktober 1997 bis zum 9. November 1999 begeben worden sind. Die Garantie mit Datum vom 10. November 1999 gilt für sämtliche Schuldverschreibungen, die von Finance in der Zeit vom 10. November 1999 bis zum 5. Juni 2001 begeben worden sind. Die Garantie mit Datum vom 6. Juni 2001 gilt für sämtliche Schuldverschreibungen, die von Finance am oder nach dem 6. Juni 2001 und vor dem Datum dieser Garantie begeben worden sind. Die Garantie mit Datum vom 1. September 2005 gilt für sämtliche Schuldverschreibungen, die von Finance am oder nach dem 1. September 2005 und vor dem Datum dieser Garantie begeben worden sind. Die Garantie mit Datum vom 30. April 2014 gilt für sämtliche Schuldverschreibungen, die von Finance am oder nach dem 30. April 2014 und vor dem Datum dieser Garantie begeben worden sind. Die Garantie mit Datum vom 26. April 2017 gilt für sämtliche Schuldverschreibungen, die von Finance am oder nach dem 26. April 2017 und vor dem Datum dieser Garantie begeben worden sind.

(2) Die Garantin verpflichtet sich gegenüber jedem Gläubiger, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen dem Fiscal Agent zur Verfügung gestellt worden sind, weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise in irgendeiner Weise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit, die von der Garantin oder einer anderen Person eingegangen oder gewährleistet ist, zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Gläubiger an derselben Sicherheit im gleichen Rang und gleichem Verhältnis teilnehmen zu lassen. "**Kapitalmarktverbindlichkeit**" ist jede Verbindlichkeit zur Zahlung aufgenommener Gelder, die durch Schuldscheine verbrieft, verkörpert oder dokumentiert ist oder durch Schuldverschreibungen oder sonstige Wertpapiere, die an einer Börse oder an einem anderen anerkannten Wertpapiermarkt notiert oder gehandelt werden oder werden können. Um etwaige Zweifel bezüglich von asset-backed financings der Garantin zu vermeiden, schließt das in diesem Absatz (2) benutzte Wort "*Vermögen*" nicht solche Vermögensgegenstände der Garantin ein, die nach dem jeweils auf die Transaktion anwendbaren Zivilrecht ohne Rückgriffsmöglichkeiten veräußert sind.

(3) Dieser Vertrag und alle darin enthaltenen Vereinbarungen stellen einen Vertrag zugunsten der Gläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB dar. Sie begründen das Recht eines jeden Gläubigers, die

Erfüllung der hierin eingegangenen Verpflichtungen unmittelbar von der Garantin zu fordern und diese Verpflichtungen unmittelbar gegenüber der Garantin durchzusetzen.

(4) Die Citibank Europe plc handelt nicht als Treuhänder oder in einer ähnlichen Eigenschaft für die Gläubiger.

(5) Die in diesem Vertrag verwendeten und darin nicht anders definierten Begriffe haben die ihnen in den Anleihebedingungen zugewiesene Bedeutung.

(6) Dieser Vertrag unterliegt deutschem Recht.

(7) Dieser Vertrag ist in englischer Sprache abgefasst und ihm ist eine unverbindliche Übersetzung in die deutsche Sprache beigelegt.

(8) Das Original dieses Vertrages wird der Citibank Europe plc ausgehändigt und von dieser verwahrt.

(9) Gerichtsstand für alle Rechtsstreitigkeiten aus oder im Zusammenhang mit diesem Vertrag ist Frankfurt am Main. Jeder Gläubiger kann seine Ansprüche jedoch auch vor jedem anderen zuständigen Gericht geltend machen.

(10) Jeder Gläubiger kann in jedem Rechtsstreit gegen die Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine Rechte aus diesem Vertrag auf der Grundlage einer von einer vertretungsberechtigten Person der Citibank Europe plc beglaubigten Kopie dieses Vertrages ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.

Bonn, 18. April 2019

DEUTSCHE TELEKOM AG

Wir nehmen die Bedingungen der vorstehenden Garantie ohne Obligo, Gewährleistung oder Haftung an.

18. April 2019

CITIBANK EUROPE PLC

<sup>1</sup>**[MiFID II Product Governance – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties[,][and] professional clients [and retail clients], each as defined in Directive 2014/65/EU (as amended, "MiFID II") [and [●]]; [EITHER<sup>2</sup>: and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] [OR<sup>3</sup>: (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,][and] portfolio management[,][and] [non-advised sales] [and pure execution services]]**, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer[']s['] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[']s['] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]<sup>4</sup>.]

**[MiFID II PRODUKTÜBERWACHUNGSPFLICHTEN – Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass: (i) der Zielmarkt für die Schuldverschreibungen ausschließlich geeignete Gegenparteien[,][und] professionelle Kunden [und Kleinanleger], jeweils im Sinne der Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, "MiFID II") umfasst [und [●]]; [ENTWEDER<sup>2</sup>: und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen angemessen sind, einschließlich Anlageberatung, Portfolio-Management, Verkäufe ohne Beratung und reine Ausführungsdienstleistungen] [ODER<sup>3</sup>: (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an geeignete Gegenparteien und professionelle Kunden angemessen sind; und (iii) die folgenden Kanäle für den Vertrieb der Schuldverschreibungen an Kleinanleger angemessen sind – Anlageberatung[,][und] Portfolio-Management[,][und] [Verkäufe ohne Beratung] [und reine Ausführungsdienstleistungen]]**, nach Maßgabe der Pflichten des Vertriebsunternehmens unter MiFID II im Hinblick Geeignetheit bzw. Angemessenheit]. Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein "**Vertriebsunternehmen**") soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; jedoch ist ein Vertriebsunternehmen, welches MiFID II unterliegt, dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen durchzuführen (entweder durch die Übernahme oder durch die Präzisierung der Zielmarktbestimmung [des/der] Konzepteur[s/e]) und angemessene Vertriebskanäle zu bestimmen[, nach Maßgabe der Pflichten des Vertriebsunternehmens unter MiFID II im Hinblick Geeignetheit bzw. Angemessenheit]<sup>4</sup>.]

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii)**

<sup>1</sup> Include this legend if parties have determined a target market.

*Diese Erklärung einfügen, wenn die Parteien einen Zielmarkt bestimmt haben.*

<sup>2</sup> Include for notes that are not ESMA complex pursuant to the Guidelines on complex debt instruments and structured deposits (ESMA/2015/1787) (the "**ESMA Guidelines**") (i.e. Notes the Terms and Conditions of which do not provide for a put and/or call right).

*Einfügen für Schuldverschreibungen, die nicht nach den Leitlinien zu komplexen Schuldtiteln und strukturierten Einlagen (ESMA/2015/1787) (die "ESMA Leitlinien") ESMA komplex sind (also, Schuldverschreiben deren Anleihebedingungen keine Kündigungsrechte seitens der Emittentin und/oder der Anleihegläubiger enthalten).*

<sup>3</sup> Include for notes that are ESMA complex pursuant to the ESMA Guidelines. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability and appropriateness will be necessary. In addition, if the Notes constitute "complex" products, pure execution services to retail clients are not permitted without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

*Einfügen im Fall von Schuldverschreibungen, die nach den ESMA Leitlinien ESMA komplex sind. Diese Liste muss gegebenenfalls angepasst werden, z.B. wenn Anlageberatung für erforderlich gehalten wird. Im Fall der Anlageberatung ist die Bestimmung der Geeignetheit und Angemessenheit notwendig. Wenn die Schuldverschreibungen "komplexe" Produkte sind, ist außerdem die bloße Ausführung von Kundenaufträgen von Privatanlegern ohne Bestimmung der Angemessenheit nach Artikel 25(3) MiFID II nicht zulässig.*

<sup>4</sup> If there are advised sales, a determination of suitability will be necessary.

*Im Fall von Beratungsverkäufen ist eine Angemessenheitsprüfung erforderlich.*

not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the "**Prospectus Directive**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.<sup>5</sup>

**[VERBOT DES VERKAUFS AN KLEINANLEGER IM EUROPÄISCHEN WIRTSCHAFTSRAUM** – Die Schuldverschreibungen sind nicht zum Angebot, zum Verkauf oder zur sonstigen Zurverfügungstellung an Kleinanleger im Europäischen Wirtschaftsraum ("**EWR**") bestimmt und sollten Kleinanlegern im EWR nicht angeboten, nicht an diese verkauft und diesen auch nicht in sonstiger Weise zur Verfügung gestellt werden. Für die Zwecke dieser Bestimmung bezeichnet der Begriff Kleinanleger eine Person, die eines (oder mehrere) der folgenden Kriterien erfüllt: (i) sie ist ein Kleinanleger im Sinne von Artikel 4 Absatz 1 Nr. 11 MiFID II; (ii) sie ist ein Kunde im Sinne der Richtlinie 2002/92/EG (geändert oder ersetzt, die "**IMD**"), soweit dieser Kunde nicht als professioneller Kunde im Sinne von Artikel 4 Absatz 1 Nr. 10 MiFID II gilt; oder (iii) sie ist kein qualifizierter Anleger im Sinne der Richtlinie 2003/71/EG (geändert oder ersetzt, die "**Prospektrichtlinie**"). Entsprechend wurde kein nach der Verordnung (EU) Nr. 1286/2014 (geändert, die "**PRIP-Verordnung**") erforderliches Basisinformationsblatt für das Angebot oder den Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR erstellt und daher kann das Angebot oder der Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR nach der PRIP-Verordnung rechtswidrig sein.<sup>6</sup>

The Final Terms will be displayed on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

Die Endgültigen Bedingungen können auf der Internetseite der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu)) eingesehen werden.

## **Form of Final Terms**

### **Muster – endgültige Bedingungen**

**[Date]**  
**[Datum]**

#### **Final Terms** **Endgültige Bedingungen**

[DEUTSCHE TELEKOM AG  
LEI: 549300V9QSIG4WX4GJ96]

[DEUTSCHE TELEKOM INTERNATIONAL FINANCE B.V.  
LEI: 529900ERDFHS6C1M4U58]

[Title of relevant Series of Notes]  
[Bezeichnung der betreffenden Serie der Schuldverschreibungen]

Series: [●]/[●], Tranche [●]  
Serien: [●]/[●], Tranche [●]

Issue Date: [●]<sup>6</sup>  
Tag der Begebung: [●]

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<sup>5</sup> Include this legend if "Applicable" is specified in Part II. C.4 of the Final Terms regarding item "Prohibition of Sales to EEA Retail Investors".

Diese Erklärung einfügen, wenn "Anwendbar" im Teil II. C.4 der Endgültigen Bedingungen im Hinblick auf den Punkt "Verbot des Verkaufs an EWR Privatanleger" ausgewählt wurde.

<sup>6</sup> The Issue Date is the date of payment and settlement of the Notes. In the case of free delivery, the Issue Date is the delivery date.

Der Tag der Begebung ist der Tag, an dem die Schuldverschreibungen begeben und bezahlt werden. Bei freier Lieferung ist der Tag der Begebung der Tag der Lieferung.

issued pursuant to the EUR 35,000,000,000 Debt Issuance Programme dated on 18 April 2019  
*begeben aufgrund des EUR 35.000.000.000 Debt Issuance Programme vom 18. April 2019*

#### **Important Notice**

These Final Terms have been prepared for purposes of Article 5 (4) of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended from time to time, and must be read in conjunction with the Debt Issuance Programme Prospectus pertaining to the Programme dated 18 April 2019 (the "**Prospectus**") [and the supplement(s) dated **[●]**]. The Prospectus and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Full information is only available on the basis of the combination of the Prospectus, any supplement and these Final Terms. [A summary of the individual issue of the Notes is annexed to these Final Terms.]<sup>7</sup>

#### **Wichtiger Hinweis**

*Diese Endgültigen Bedingungen wurden für Zwecke des Artikels 5 Absatz 4 der Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003, in der jeweils geänderten Fassung, abgefasst und sind in Verbindung mit dem Debt Issuance Programme Prospekt vom 18. April 2019 über das Programm (der "**Prospekt**") [und dem(den) Nachtrag(Nachträgen) dazu vom **[●]**] zu lesen. Der Prospekt sowie etwaige Nachträge können in elektronischer Form auf der Internetseite der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu)) eingesehen werden. Um alle Angaben zu erhalten sind die Endgültigen Bedingungen, der Prospekt und etwaige Nachträge im Zusammenhang zu lesen. [Eine Zusammenfassung der einzelnen Emission der Schuldverschreibungen ist diesen Endgültigen Bedingungen angefügt.]*

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<sup>7</sup> Not applicable in the case of an issue of Notes with a minimum denomination of at least EUR 100,000.  
*Nicht anwendbar im Fall einer Emission von Schuldverschreibungen mit einer Mindeststückelung in Höhe von mindestens EUR 100.000.*

**Part I. TERMS AND CONDITIONS**  
**Teil I. ANLEIHEBEDINGUNGEN**

**[A. In the case the options applicable to the relevant Tranche of Notes are to be determined by replicating the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, insert:<sup>8</sup>**

***A. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen:<sup>8</sup>***

The Terms and Conditions applicable to the Notes (the "**Conditions**") [and the [German] [English] language translation thereof,] are as set out below.

*Die für die Schuldverschreibungen geltenden Anleihebedingungen (die "**Bedingungen**") [sowie die [deutschsprachige][englischsprachige] Übersetzung] sind wie nachfolgend aufgeführt.*

[In the case of Notes with fixed interest rates replicate here the relevant provisions of Option I [A]<sup>8</sup> including relevant further options contained therein, and complete relevant placeholders]

*[Im Fall von Schuldverschreibungen mit fester Verzinsung hier die betreffenden Angaben der Option I [A]<sup>8</sup> (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

[In the case of Notes with floating interest rates replicate here the relevant provisions of Option II [A][B]<sup>8</sup> including relevant further options contained therein, and complete relevant placeholders]

*[Im Fall von Schuldverschreibungen mit variabler Verzinsung hier die betreffenden Angaben der Option II [A][B]<sup>8</sup> (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen]*

**[B. In the case the options applicable to the relevant Tranche of Notes are to be determined by referring to the relevant provisions set forth in the Prospectus as Option I or Option II including certain further options contained therein, respectively, insert:**

***B. Falls die für die betreffende Tranche von Schuldverschreibungen geltenden Optionen durch Verweisung auf die betreffenden im Prospekt als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:***

This Part I. of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to Notes with [fixed] [floating] interest rates (the "**Terms and Conditions**") set forth in the Prospectus as [Option I] [A] [Option II [A][B]<sup>9</sup>]. Capitalised terms shall have the meanings specified in the set of Terms and Conditions.

*Dieser Teil I. der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf Schuldverschreibungen mit [fester] [variabler] Verzinsung Anwendung findet (die "**Anleihebedingungen**") zu lesen, der als [Option I] [A] [Option II [A][B]<sup>9</sup>] im Prospekt enthalten ist. Begriffe, die in dem Satz der Anleihebedingungen definiert sind, haben die gleiche Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

All references in this Part I. of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs

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<sup>8</sup> To be determined in consultation with the Issuer. It is anticipated that this type of documenting the Conditions will be required where the Notes are to be publicly offered, in whole or in part, or to be initially distributed, in whole or in part, to non-qualified investors. Delete all references to B. Part I of the Final Terms including numbered paragraphs and subparagraphs of the Terms and Conditions.

*In Abstimmung mit der Emittentin festzulegen. Es ist vorgesehen, dass diese Form der Dokumentation der Bedingungen erforderlich ist, wenn die Schuldverschreibungen insgesamt oder teilweise anfänglich an nicht qualifizierte Anleger verkauft oder öffentlich angeboten werden. Alle Bezugnahmen auf B. Teil I der Endgültigen Bedingungen einschließlich der Paragraphen und Absätze der Anleihebedingungen entfernen.*

<sup>9</sup> In case of an increase of an issue of Notes which were originally issued prior to the date of this Prospectus, the Terms and Conditions of the Tranches have to be identical in all respects, but may have different issue dates, interest commencement dates, issue prices and dates for first interest payments.

*Im Fall einer Aufstockung einer Emission von Schuldverschreibungen, die ursprünglich vor dem Datum dieses Prospekts begeben wurden, müssen die Anleihebedingungen der Tranchen in jeder Hinsicht identisch sein, können aber unterschiedliche Begebungstage, Verzinsungsbeginne, Ausgabepreise und erste Zinszahlungstage haben.*

and subparagraphs of the Terms and Conditions.

*Bezugnahmen in diesem Teil I. der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.*

The blanks in the provisions of the Terms and Conditions, which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are either not selected or not completed or which are deleted shall be deemed to be deleted from the terms and conditions applicable to the Notes (the "**Conditions**").

*Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variable dieser Endgültigen Bedingungen beziehen und die weder angekreuzt noch ausgefüllt werden oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die "**Bedingungen**") gestrichen.]*

## **CURRENCY, DENOMINATION, FORM AND TITLE, CERTAIN DEFINITIONS (§ 1)** **WÄHRUNG, NENNBETRAG, FORM UND EIGENTUMSRECHT, BESTIMMTE DEFINITIONEN (§ 1)**

### **Currency and Denomination<sup>10</sup>** **Währung und Nennbetrag**

Specified Currency <i>Festgelegte Währung</i>	[ ]
Aggregate Principal Amount <i>Gesamtnennbetrag</i>	[ ]
Aggregate Principal Amount in words <i>Gesamtnennbetrag in Worten</i>	[ ]
Specified Denomination <i>Festgelegter Nennbetrag</i>	[ ]
Number of Notes to be issued <i>Anzahl der Schuldverschreibungen</i>	[ ]

### **Clearing System** **Clearing System**

- Clearstream Banking S.A.
- Euroclear Bank SA/NV
- Clearstream Banking AG

### **Global Note<sup>11</sup>** **Globalurkunde**

- New Global Note
- Classical Global Note

## **INTEREST (§ 4)** **ZINSEN (§ 4)**

- Fixed Rate Notes (Option I[A])**  
**Festverzinsliche Schuldverschreibungen (Option I[A])**

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<sup>10</sup> The minimum denomination of the Notes will be, if in euro, EUR 1,000, if in any currency other than euro, in an amount in such other currency nearly equivalent to EUR 1,000 at the time of the issue of the Notes.

*Die Mindeststückelung der Schuldverschreibungen beträgt EUR 1.000, bzw. falls die Schuldverschreibungen in einer anderen Währung als Euro begeben werden, einem Betrag in dieser anderen Währung, der zur Zeit der Begebung der Schuldverschreibungen annähernd dem Gegenwert von EUR 1.000 entspricht.*

<sup>11</sup> Complete for Notes kept in custody on behalf of the ICSDs.

*Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden, ausfüllen.*



**Rate of Interest and Interest Payment Dates**  
**Zinssatz und Zinszahlungstage**

Rate of Interest [ ] per cent. per annum  
*Zinssatz* [ ] % per annum

Interest Commencement Date [ ]  
*Verzinsungsbeginn*

Fixed Interest Date(s) [ ]  
*Festzinstermine*

First Interest Payment Date [ ]  
*Erster Zinszahlungstag*

Initial Broken Amount (for the Specified Denomination) [ ]  
*Anfänglicher Bruchteilzinsbetrag (für den festgelegten Nennbetrag)*

Final Broken Amount (for the Specified Denomination) [ ]  
*Abschließender Bruchteilzinsbetrag (für den festgelegten Nennbetrag)*

**Floating Rate Notes (Option II [A][B]<sup>12</sup>)**  
**Variabel verzinsliche Schuldverschreibungen (Option II [A][B])**

**Interest Payment Dates**  
**Zinszahlungstage**

Interest Commencement Date [ ]  
*Verzinsungsbeginn*

Specified Interest Payment Dates [ ]  
*Festgelegte Zinszahlungstage*

Specified Interest Period(s) [number][weeks][months][other period]  
*Festgelegte Zinsperiode(n)* [Anzahl][Wochen][Monate][anderer Zeitraum]

**Business Day Convention**  
**Geschäftstagskonvention**

Modified Following Business Day Convention  
*Modifizierte folgender Geschäftstag-Konvention*

FRN Convention (specify period(s)) [ ] [months]  
*FRN Konvention (Floating Rate Note) (Zeiträume angeben)* [ ] [Monate]

Following Business Day Convention  
*Folgender Geschäftstag-Konvention*

Preceding Business Day Convention  
*Vorangegangener Geschäftstag-Konvention*

**Business Day**  
**Geschäftstag**

relevant financial centre(s) [ ]  
*relevante(s) Finanzzentrum(en)*

TARGET  
*TARGET*

**Rate of Interest**  
**Zinssatz**

EURIBOR  
*EURIBOR*

<sup>12</sup> Insert "A" or, as the case may be, "B" in the case of an increase of an issue of Notes which were originally issued prior to the date of this Prospectus.  
"A" bzw. "B" einfügen im Fall der Aufstockung einer Emission von Schuldverschreibungen, die ursprünglich vor dem Datum dieses Prospekts gegeben wurde.

- LIBOR Interest Determination Date [first] [second] **[relevant financial centre(s)]** Business Day prior to commencement of Interest Period  
*LIBOR Zinsfestlegungstag [erster] [zweiter] [relevante(s) Finanzzentrum(en)] Geschäftstag vor Beginn der jeweiligen Zinsperiode*

Screen page [LIBOR01][LIBOR02]  
*Bildschirmseite [LIBOR01][LIBOR02]*

Margin [ ] per cent. per annum  
*Marge [ ]% per annum*

plus  
*plus*

minus  
*minus*

**Minimum and Maximum Rate of Interest**  
**Mindest- und Höchstzinssatz**

Minimum Rate of Interest [ ] per cent. per annum  
*Mindestzinssatz [ ] % per annum*

Maximum Rate of Interest [ ] per cent. per annum  
*Höchstzinssatz [ ] % per annum*

**Day Count Fraction<sup>13</sup>**  
**Zinstagequotient**

Actual/Actual (ICMA Rule 251)  
*Actual/Actual (ICMA Regel 251)*

annual interest payment (excluding the case of short or long coupons)  
*jährliche Zinszahlung (ausschließlich des Falls von kurzen oder langen Kupons)*

annual interest payment (including the case of short coupons)  
*jährliche Zinszahlung (einschließlich des Falls von kurzen Kupons)*

two or more constant interest periods within an interest year (including the case of short coupons)  
*zwei oder mehr gleichbleibende Zinsperioden (einschließlich des Falls von kurzen Kupons)*

Calculation Period is longer than one reference period (long coupon)  
*Zinsberechnungszeitraum ist länger als eine Bezugsperiode (langer Kupon)*

Reference period  
*Bezugsperiode*

Deemed Interest Payment Date [ ]  
*Fiktiver Zinszahlungstag*

Actual/365 (Fixed)

Actual/360

30/360 or 360/360 (Bond Basis)

30E/360 (Eurobond Basis)

**PAYMENTS (§ 5)<sup>14</sup>**  
**ZAHLUNGEN (§ 5)**

**Payment Business Day**  
**Zahlungstag**

relevant financial centre(s) [ ]  
*relevante(s) Finanzzentrum(en)*

<sup>13</sup> Complete for all Notes.  
*Für alle Schuldverschreibungen auszufüllen.*

<sup>14</sup> Complete for fixed rate Notes.  
*Für fest verzinsliche Schuldverschreibungen auszufüllen.*

TARGET  
TARGET

**REDEMPTION (§ 6)**  
**RÜCKZAHLUNG (§ 6)**

**Redemption at Maturity**  
**Rückzahlung bei Endfälligkeit**

Maturity Date<sup>15</sup>  
Fälligkeitstag [ ]

Redemption Month<sup>16</sup>  
Rückzahlungsmonat [ ]

**Early Redemption at the Option of the Issuer at Specified Call Redemption Amount(s)<sup>17</sup>** [Yes/No]

**Vorzeitige Rückzahlung nach Wahl der Emittentin zu festgelegtem(n) Wahrrückzahlungsbetrag/-beträgen (Call)** [Ja/Nein]

Call Redemption Date(s)  
Wahrückzahlungstag(e) (Call) [ ]

Call Redemption Amount(s)  
Wahrückzahlungsbetrag/-beträge (Call) [ ]

**Early Redemption at the Option of the Issuer at Final Redemption Amount<sup>18</sup>** [Yes/No]  
**Vorzeitige Rückzahlung nach Wahl der Emittentin zum Rückzahlungsbetrag (Call)** [Ja/Nein]

Interest payment date [number] years after the Interest Commencement Date and each Interest Payment Date thereafter  
Zinszahlungstag [Zahl] Jahre nach dem Verzinsungsbeginn und an jedem Zinszahlungstag danach

**Early Redemption at the Option of a Holder at Specified Put Redemption Amount(s)<sup>19</sup>** [Yes/No]

**Vorzeitige Rückzahlung nach Wahl eines Gläubigers zu festgelegtem(n) Wahrrückzahlungsbetrag/-beträgen (Put)** [Ja/Nein]

Put Redemption Date(s)  
Wahrückzahlungstag(e) (Put) [ ]

Put Redemption Amount(s)  
Wahrückzahlungsbetrag/-beträge (Put) [ ]

**FISCAL AGENT AND PAYING AGENT [AND CALCULATION AGENT] (§ 7)<sup>20</sup>**  
**EMISSIONSSTELLE UND DIE ZAHLSTELLE [UND DIE BERECHNUNGSSTELLE] (§ 7)**

Calculation Agent/specified office  
Berechnungsstelle/bezeichnete Geschäftsstelle [ ]

required location of Calculation Agent (specify)  
vorgeschriebener Ort für Berechnungsstelle (angeben) [ ]

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<sup>15</sup> Complete for fixed rate Notes.

Für fest verzinsliche Schuldverschreibungen auszufüllen.

<sup>16</sup> Complete for floating rate Notes.

Für variabel verzinsliche Schuldverschreibungen auszufüllen.

<sup>17</sup> Complete for fixed rate Notes.

Für fest verzinsliche Schuldverschreibungen auszufüllen.

<sup>18</sup> Complete for floating rate Notes.

Für variabel verzinsliche Schuldverschreibungen auszufüllen.

<sup>19</sup> Complete for fixed rate Notes.

Für fest verzinsliche Schuldverschreibungen auszufüllen.

<sup>20</sup> Complete only if a Calculation Agent other than the Fiscal Agent is to be appointed.

Nur auszufüllen, wenn eine Berechnungsstelle bestellt werden soll, die nicht der Fiscal Agent ist.

**AMENDMENT OF THE TERMS AND CONDITIONS; HOLDERS' REPRESENTATIVE[, AMENDMENT OF THE GUARANTEE] ([§ 12])**  
**ÄNDERUNG DER ANLEIHEBEDINGUNGEN, GEMEINSAMER VERTRETER[, ÄNDERUNG DER GARANTIE] ([§ 12])**

**Appointment of Holders' Representative**  
**Bestellung eines gemeinsamen Vertreters der Gläubiger**

- Applicable  
*Anwendbar*
- Appointment of a Holders' Representative by resolution passed by Holders and not in the Terms and Conditions  
*Bestellung eines gemeinsamen Vertreters der Gläubiger durch Beschluss der Gläubiger und nicht in den Anleihebedingungen*
- Appointment of a Holders' Representative in the Terms and Conditions  
*Bestellung eines gemeinsamen Vertreters der Gläubiger in den Anleihebedingungen*
- Name and address of the Holders' Representative [(specify details)]  
*Name und Anschrift des gemeinsamen Vertreters* [Einzelheiten einfügen]
- Not Applicable  
*Nicht Anwendbar*

**NOTICES ([§ 14])**  
**MITTEILUNGEN ([§ 14])**

**Place and medium of publication**  
**Ort und Medium der Bekanntmachung**

- Website of the Luxembourg Stock Exchange (www.bourse.lu)  
*Internetseite der Luxemburger Börse (www.bourse.lu)*
- Clearing System  
*Clearing System*

**LANGUAGE OF TERMS AND CONDITIONS ([§ 16])<sup>21</sup>**  
**SPRACHE DER ANLEIHEBEDINGUNGEN ([§ 16])**

- German and English (German binding)  
*Deutsch und Englisch (deutscher Text maßgeblich)*
- English and German (English binding)  
*Englisch und Deutsch (englischer Text maßgeblich)*
- English only  
*ausschließlich Englisch*
- German only<sup>22</sup>  
*ausschließlich Deutsch*

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<sup>21</sup> To be determined in consultation with the Issuer. In the case of Notes in bearer form publicly offered, in whole or in part, in the Federal Republic of Germany, or distributed, in whole or in part, to non-qualified investors in the Federal Republic of Germany, German will be the controlling language. If, in the event of such public offer or distribution to non-qualified investors, however, English is chosen as the controlling language, a German language translation of the Conditions will be available from the principal office of Deutsche Telekom AG, Friedrich Ebert-Allee 140, 63105 Bonn, Federal Republic of Germany.

*In Abstimmung mit der Emittentin festzulegen. Falls Inhaberschuldverschreibungen insgesamt oder teilweise öffentlich zum Verkauf in der Bundesrepublik Deutschland angeboten oder an nicht qualifizierte Investoren in der Bundesrepublik Deutschland verkauft werden, wird die deutsche Sprache maßgeblich sein. Falls bei einem solchen öffentlichen Verkaufsangebot oder Verkauf an nicht qualifizierte Investoren die englische Sprache als maßgeblich bestimmt wird, wird eine deutschsprachige Übersetzung der Bedingungen bei der Hauptgeschäftsstelle der Deutsche Telekom AG, Friedrich Ebert-Allee 140, 63105 Bonn, Bundesrepublik Deutschland erhältlich sein.*

<sup>22</sup> Use only in the case of Notes not publicly offered and/or not intended to be listed on any regulated market within the European Economic Area.

*Nur im Fall Schuldverschreibungen zu nutzen, die nicht öffentlich angeboten und nicht am regulierten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden sollen.*

**Part II. ADDITIONAL INFORMATION**  
**Teil II. ZUSÄTZLICHE INFORMATIONEN**

**A. Essential information**  
**Grundlegende Angaben**

**Interests of natural and legal persons involved in the issue/offer**  
**Interessen von Seiten natürlicher und juristischer Personen, die an der Emission/dem Angebot beteiligt sind**

- As far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer, except that certain Dealers and their affiliates may be customers of, and borrowers from the Issuer and its affiliates. In addition, certain Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business.  
*Nach Kenntnis der Emittentin bestehen bei den an der Emission beteiligten Personen keine Interessen, die für das Angebot bedeutsam sind, außer, dass bestimmte Platzeure und mit ihnen verbundene Unternehmen Kunden von und Kreditnehmer der Emittentin und mit ihr verbundener Unternehmen sein können. Außerdem sind bestimmte Platzeure an Investment Banking Transaktionen und/oder Commercial Banking Transaktionen mit der Emittentin beteiligt, oder könnten sich in Zukunft daran beteiligen, und könnten im gewöhnlichen Geschäftsverkehr Dienstleistungen für die Emittentin und mit ihr verbundene Unternehmen erbringen.*

- Other interest (specify)  
*Andere Interessen (angeben)*

[Specify details]  
[Einzelheiten einfügen]

**Reasons for the offer and use of proceeds<sup>23</sup>**  
**Gründe für das Angebot und Verwendung der Erträge**

Estimated net proceeds<sup>24</sup> [ ]  
*Geschätzter Nettobetrag der Erträge*

Estimated total expenses of the issue [ ]  
*Geschätzte Gesamtkosten der Emission*

**Eurosystem eligibility:**  
**EZB-Fähigkeit:**

- Intended to be held in a manner which would allow Eurosystem eligibility (NGN)<sup>25</sup>:  
*Soll in EZB-fähiger Weise gehalten werden (NGN):*

[Yes/No]  
[Ja/Nein]

[Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be

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<sup>23</sup> If reasons for the offer are different from making profit and/or hedging certain risks include those reasons here. Not to be completed in case of Notes with a Specified Denomination of at least EUR 100,000.  
*Sofern die Gründe für das Angebot nicht in der Gewinnerzielung und/oder der Absicherung bestimmter Risiken bestehen, sind die Gründe hier anzugeben. Nicht auszufüllen bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.*

<sup>24</sup> If proceeds are intended for more than one use will need to split out and present in order of priority.  
*Sofern die Erträge für verschiedene Verwendungszwecke bestimmt sind, sind diese aufzuschlüsseln und nach der Priorität der Verwendungszwecke darzustellen.*

<sup>25</sup> Only applicable for Notes in NGN form. Select "Yes" if the Notes are to be kept in custody by an ICSD as common safekeeper. Select "No" if the Notes are to be kept in custody by the common service provider as common safekeeper.  
*Nur bei Schuldverschreibungen in Form einer NGN anwendbar. "Ja" wählen, falls die Schuldverschreibungen von einem ICSD als common safekeeper gehalten werden sollen. "Nein" wählen, falls die Schuldverschreibungen vom common service provider als common safekeeper gehalten werden sollen.*

recognized as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.】  
【Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.】

*【Es wird darauf hingewiesen, dass "Ja" hier lediglich bedeutet, dass die Schuldverschreibungen nach ihrer Begebung bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden. "Ja" bedeutet nicht notwendigerweise, dass die Schuldverschreibungen als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystems entweder nach Begebung oder zu einem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird von der Entscheidung der Europäischen Zentralbank abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.】*

*【Während die Bestimmung am Tag dieser Endgültigen Bedingungen mit "Nein" festgelegt wurde, können sich die Eurosystemfähigkeitskriterien für die Zukunft derart ändern, dass die Schuldverschreibungen fähig sein werden diese einzuhalten. Die Schuldverschreibungen können dann bei einem der ICSDs als gemeinsamer Verwahrer hinterlegt werden. Es ist zu beachten, dass die Schuldverschreibungen selbst dann nicht notwendigerweise als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intra-day credit operations) des Eurosystem entweder nach Begebung oder zu einem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird von der Entscheidung der Europäischen Zentralbank abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.】*

- Not applicable (CGN)<sup>26</sup>  
*Nicht anwendbar (CGN)*
- Intended to be held in a manner which would allow Eurosystem eligibility (CBF)<sup>27</sup>  
*Soll in EZB-fähiger Weise gehalten werden (CBF)*

[Note that the ticked box means that the Notes are intended upon issue to be deposited with Clearstream Banking AG, Frankfurt and that this does not necessarily mean that the Notes will be recognised as eligible collateral by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[Es wird darauf hingewiesen, dass das Häkchen in dem Kästchen bedeutet, dass die Schuldverschreibungen nach ihrer Begebung von Clearstream Banking AG, Frankfurt verwahrt werden und dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit nicht notwendigerweise als EZB-fähige Sicherheiten anerkannt werden. Eine solche Anerkennung hängt davon ab, ob die Zulässigkeitskriterien des Eurosystems erfüllt sind.]

## B. Information concerning the Notes to be offered/admitted to trading

### B. Informationen über die anzubietenden bzw. zum Handel zuzulassenden Schuldverschreibungen

#### Securities Identification Numbers

##### Wertpapier-Kenn-Nummern

Common Code <i>Common Code</i>	[ ]
ISIN Code <i>ISIN Code</i>	[ ]
German Securities Code <i>Deutsche Wertpapier-Kenn-Nummer (WKN)</i>	[ ]
[Financial Instrument Short Name (FISN) <sup>28</sup> <i>[Emittenten- und Instrumenten-Kurzname (FISN)]</i>	[ ] [ ]
[Classification of Financial Instrument Code (CFI Code) <sup>29</sup> <i>[Klassifizierungscode von Finanzinstrumenten (CFI Code)]</i>	[ ] [ ]
Any other securities number <i>Sonstige Wertpapiernummer</i>	[ ]

#### Historic Interest Rates and further performance as well as volatility<sup>30</sup>

<sup>26</sup> Select if the Notes are in CGN form.

*Wählen, falls die Schuldverschreibungen in Form einer CGN begeben werden.*

<sup>27</sup> Select if the Notes are intended upon issue to be deposited with Clearstream Banking AG, Frankfurt.

*Wählen, falls die Schuldverschreibungen nach ihrer Begebung von Clearstream Banking AG, Frankfurt verwahrt werden.*

<sup>28</sup> If the FISN is not required or requested, it should be specified to be "Not Applicable".

*Wenn der FISN nicht notwendig oder gefordert ist, sollte angegeben werden, dass er "Nicht anwendbar" ist.*

<sup>29</sup> If the CFI Code is not required or requested, it should be specified to be "Not Applicable".

*Wenn der CFI Code nicht notwendig oder gefordert ist, sollte angegeben werden, dass er "Nicht anwendbar" ist.*

<sup>30</sup> Only applicable for Floating Rate Notes. Not required for Notes with a Specified Denomination of at least EUR 100,000.

## Zinssätze der Vergangenheit und künftige Entwicklungen sowie ihre Volatilität

Details of historic [EURIBOR][LIBOR] rates and the further performance as well as their volatility can be obtained from

[Not applicable]  
[Reuters [EURIBOR01][LIBOR01][LIBOR02]]

Einzelheiten zu vergangenen [EURIBOR][LIBOR] Sätzen und Informationen über künftige Entwicklungen sowie ihre Volatilität können abgerufen werden unter

[Nicht anwendbar]  
[Reuters [EURIBOR01][LIBOR01][LIBOR02]]

Description of any market disruption or settlement disruption events that effect the [EURIBOR][LIBOR] rates  
*Beschreibung etwaiger Ereignisse, die eine Störung des Marktes oder der Abrechnung bewirken und die [EURIBOR][LIBOR] Sätze beeinflussen*

[Not applicable][Please see § 4 of the Terms and Conditions]

[Nicht anwendbar][Bitte siehe § 4 der Anleihebedingungen]

Yield to final maturity<sup>31</sup>  
*Rendite bei Endfälligkeit*

[ ] per cent. per annum  
[ ] % per annum

Resolutions, authorisations and approvals by virtue of which the Notes will be created  
*Beschlüsse, Ermächtigungen und Genehmigungen, welche die Grundlage für die Schaffung der Schuldverschreibungen bilden*

[Specify details]

[Einzelheiten einfügen]

### C. Terms and Conditions of the Offer<sup>32</sup>

#### C. Bedingungen und Konditionen des Angebots

C.1 Conditions, offer statistics, expected timetable and actions required to apply for the offer  
*Bedingungen, Angebotsstatistiken, erwarteter Zeitplan und erforderliche Maßnahmen für die Antragstellung*

[Not applicable]

[Nicht anwendbar]

Conditions to which the offer is subject  
*Bedingungen, denen das Angebot unterliegt*

[Specify details]

[Einzelheiten einfügen]

Total amount of the offer; if the amount is not fixed, description of the arrangements and time for announcing to the public the amount of the offer  
*Gesamtsumme des Angebots; ist der Betrag nicht festgelegt Beschreibung der Vereinbarungen und des Zeitpunkts für die Ankündigung des endgültigen Angebotsbetrags an das Publikum*

[Specify details]

[Einzelheiten einfügen]

Time period, including any possible amendments, during which the offer will be open and description of the application process  
*Frist – einschließlich etwaiger Änderungen – während der das Angebot vorliegt und Beschreibung des Prozesses für die Umsetzung des Angebots*

[Specify details]

[Einzelheiten einfügen]

A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants  
*Beschreibung der Möglichkeit zur Reduzierung der Zeichnungen und der Art und Weise der Erstattung des zu viel gezahlten Betrags an die Zeichner*

[Specify details]

[Einzelheiten einfügen]

Details of the minimum and/or maximum amount of application, (whether in number of notes or aggregate amount to invest)  
*Einzelheiten zum Mindest- und/oder Höchstbetrag der Zeichnung (entweder in Form der Anzahl der Schuldverschreibungen oder des aggregierten zu investierenden Betrags)*

[Specify details]

[Einzelheiten einfügen]

Method and time limits for paying up the notes and for delivery of the notes

[Specify details]

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Nur bei variabel verzinslichen Schuldverschreibungen anwendbar. Nicht anwendbar auf Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.

<sup>31</sup> Only applicable for Fixed Rate Notes.

Nur bei festverzinsliche Schuldverschreibungen anwendbar.

<sup>32</sup> Complete with respect to an offer of Notes to the public with a Specified Denomination of less than EUR 100,000.

Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.



<i>Methode und Fristen für die Bedienung der Wertpapiere und ihre Lieferung</i>	<i>[Einzelheiten einfügen]</i>
Manner and date in which results of the offer are to be made public	[Specify details]
<i>Art und Weise und Termin, auf die bzw. an dem die Ergebnisse des Angebots offen zu legen sind</i>	<i>[Einzelheiten einfügen]</i>
The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.	[Specify details]
<i>Verfahren für die Ausübung eines etwaigen Vorzugsrechts, die Marktfähigkeit der Zeichnungsrechte und die Behandlung der nicht ausgeübten Zeichnungsrechte</i>	<i>[Einzelheiten einfügen]</i>
<b>C.2 Plan of distribution and allotment<sup>33</sup></b>	<b>[Not applicable]</b>
<b><i>Plan für die Aufteilung der Wertpapiere und deren Zuteilung</i></b>	<b><i>[Nicht anwendbar]</i></b>
If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche	[Specify details]
<i>Erfolgt das Angebot gleichzeitig auf den Märkten zweier oder mehrerer Länder und wurde/wird eine bestimmte Tranche einigen dieser Märkte vorbehalten, Angabe dieser Tranche</i>	<i>[Einzelheiten einfügen]</i>
Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made	[Specify details]
<i>Verfahren zur Meldung des den Zeichnern zugeteilten Betrags und Angabe, ob eine Aufnahme des Handels vor dem Meldeverfahren möglich ist</i>	<i>[Einzelheiten einfügen]</i>
<b>C.3 Pricing<sup>34</sup></b>	<b>[Not applicable]</b>
<b><i>Kursfeststellung</i></b>	<b><i>[Nicht anwendbar]</i></b>
Expected price at which the notes will be offered	[Specify details]
<i>Kurs, zu dem die Schuldverschreibungen angeboten werden</i>	<i>[Einzelheiten einfügen]</i>
Amount of expenses and taxes charged to the subscriber / purchaser	[Specify details]
<i>Kosten/Steuern, die dem Zeichner/Käufer in Rechnung gestellt werden</i>	<i>[Einzelheiten einfügen]</i>
<b>C.4 Placing and underwriting<sup>35</sup></b>	
<b><i>Platzierung und Emission</i></b>	
Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or the offeror, or the placers in the various countries where the offer takes place	[Specify details]
<i>Name und Anschrift des Koordinators/der Koordinatoren des globalen Angebots oder einzelner Teile des Angebots und – sofern dem Emittenten oder dem Bieter bekannt – Angaben zu den Plazeuren in den einzelnen Ländern des Angebots</i>	<i>[Einzelheiten einfügen]</i>
<b>Method of distribution</b>	[Specify details]
<b><i>Vertriebsmethode</i></b>	<b><i>[Einzelheiten einfügen]</i></b>
<input type="checkbox"/> Non-syndicated	
<i>Nicht syndiziert</i>	
<input type="checkbox"/> Syndicated	
<i>Syndiziert</i>	
<b>Subscription Agreement</b>	
<b><i>Übernahmevertrag</i></b>	

<sup>33</sup> Complete with respect to an offer of Notes to the public with a Specified Denomination of less than EUR 100,000.  
*Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.*

<sup>34</sup> Complete with respect to an offer of Notes to the public with a Specified Denomination of less than EUR 100,000.  
*Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.*

<sup>35</sup> Complete with respect to an offer of Notes to the public with a Specified Denomination of less than EUR 100,000.  
*Bei öffentlichem Angebot von Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000 auszufüllen.*

Date of Subscription Agreement [ ]  
*Datum des Subscription Agreements*

Material Features of the Subscription Agreement [ ]  
*Hauptmerkmale des Übernahmevertrages*

**Management Details including form of commitment<sup>36</sup>**  
***Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme***

Dealer/Management Group (specify)  
*Platzeur/Bankenkonsortium (angeben)*

Firm commitment [ ]  
*Feste Zusage*

No firm commitment / best efforts arrangements [ ]  
*Keine feste Zusage / zu den bestmöglichen Bedingungen*

**Commissions<sup>37</sup>**  
***Provisionen***

Management/Underwriting Commission (specify) [ ]  
*Management- und Übernahme provision (angeben)*

Selling Concession (specify) [ ]  
*Verkaufsprovision (angeben)*

**Prohibition of Sales to EEA Retail Investors<sup>38</sup>** [Applicable] [Not Applicable]  
***Verbot des Verkaufs an EWR Privatanlager*** [Anwendbar] [Nicht anwendbar]

**Stabilising Dealer/Manager** [insert details/None]  
***Kursstabilisierender Dealer/Manager*** [Einzelheiten einfügen/Keine]

**D. Admission to trading**  
***D. Zulassung zum Handel***

**Admission to trading** [Yes/No]  
***Zulassung zum Handel*** [Ja/Nein]

Regulated Market of the Luxembourg Stock Exchange

**Date of admission** [ ]  
***Termin der Zulassung***

Estimate of the total expenses related to admission to trading<sup>39</sup> [ ]  
***Geschätzte Gesamtkosten für die Zulassung zum Handel***

Regulated markets or equivalent markets on which, to the knowledge of the Issuer, notes of the same class of the notes to be offered or admitted to trading are already admitted to trading.<sup>40</sup>  
*Angabe regulierter oder gleichwertiger Märkte, auf denen nach Kenntnis der Emittentin Schuldverschreibungen der gleichen Wertpapierkategorie, die zum Handel angeboten oder zugelassen werden sollen, bereits zum Handel zugelassen sind.*

Regulated Market of the Luxembourg Stock Exchange

<sup>36</sup> Not required for Notes with a Specified Denomination of at least EUR 100,000.

*Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.*

<sup>37</sup> To be completed in consultation with the Issuer.

*In Abstimmung mit der Emittentin auszuführen.*

<sup>38</sup> Specify "Applicable" if the Notes may constitute "packaged" products pursuant to PRIIPs Regulation and no key information document will be prepared.

*"Anwendbar" wählen, wenn die Schuldverschreibungen als "verpackte Produkte" nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt erstellt wird.*

<sup>39</sup> Not required for Notes with a Specified Denomination of less than EUR 100,000.

*Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000.*

<sup>40</sup> In case of a fungible issue, need to indicate that the original notes are already admitted to trading. Not required for Notes with a Specified Denomination of at least EUR 100,000.

*Im Falle einer Aufstockung, die mit einer vorangegangenen Emission fungibel ist, ist die Angabe erforderlich, dass die ursprünglichen Schuldverschreibungen bereits zum Handel zugelassen sind. Nicht erforderlich bei Schuldverschreibungen mit einer festgelegten Stückelung von mindestens EUR 100.000.*

**Issue Price:**  
**Ausgabepreis:**

[ ] per cent.  
[ ]%

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment

[Not applicable] [Specify details]

*Name und Anschrift der Institute, die aufgrund einer festen Zusage als Intermediäre im Sekundärhandel tätig sind und Liquidität mittels Geld- und Briefkursen erwirtschaften, und Beschreibung der Hauptbedingungen der Zusagevereinbarung*

[Nicht anwendbar] [Einzelheiten einfügen]

**E. Additional Information**  
**E. Zusätzliche Informationen**

**Rating**<sup>41</sup>  
**Rating**

[ ]

[The Notes are expected to be rated.]

*[Es wird erwartet, dass den Schuldverschreibungen ein Rating erteilt wird.]*

**[Listing and Admission to Trading:**<sup>42</sup>  
**Börseneinführung und Zulassung:**

The above Final Terms comprise the details required to list this issue of Notes pursuant to the EUR 35,000,000,000 Debt Issuance Programme of Deutsche Telekom AG and Deutsche Telekom International Finance B.V. (as from **[insert Issue Date of the Notes]**).

*Die vorstehenden Endgültigen Bedingungen enthalten die Angaben, die für die Zulassung dieser Emission von Schuldverschreibungen gemäß des EUR 35.000.000.000 Debt Issuance Programme der Deutsche Telekom AG und der Deutsche Telekom International Finance B.V. (ab dem **[Tag der Begebung der Schuldverschreibungen einfügen]**) erforderlich sind.]*

**F. Information to be provided regarding the consent by the Issuer or person responsible for drawing up the Prospectus**

**F. Zur Verfügung zu stellende Informationen über die Zustimmung des Emittenten oder der für die Erstellung des Prospekts zuständigen Person**

Offer period during which subsequent resale or final placement of the Notes by Dealers and/or further financial intermediaries can be made

[Not applicable] [Specify details]

*Angebotsfrist, während derer die spätere Weiterveräußerung oder endgültige Platzierung von Wertpapieren durch die Platzeure oder weitere Finanzintermediäre erfolgen kann*

[Nicht anwendbar] [Einzelheiten einfügen]

**[THIRD PARTY INFORMATION**  
**INFORMATIONEN VON SEITEN DRITTER**

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof.

*Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten weggelassen wurden, deren Fehlen die reproduzierten*

<sup>41</sup> Do not complete, if the Notes are not rated on an individual basis. In case of Notes with a Specified Denomination of less than EUR 100,000, need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider.

*Nicht auszufüllen, wenn kein Einzelrating für die Schuldverschreibungen vorliegt. Bei Schuldverschreibungen mit einer festgelegten Stückelung von weniger als EUR 100.000, kurze Erläuterung der Bedeutung des Ratings wenn dieses unlängst von der Ratingagentur erstellt wurde.*

<sup>42</sup> Insert only if the Notes are listed.

*Nur einzufügen, wenn die Schuldverschreibungen gelistet werden.*

*Informationen unzutreffend oder irreführend gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit.]*

**[Deutsche Telekom AG**

**[Name & title of signatories]**

***[Name und Titel der Unterzeichnenden]]***

**[Deutsche Telekom International Finance B.V.**

**[Name & title of signatories]**

***[Name und Titel der Unterzeichnenden]]***

## DESCRIPTION OF RULES REGARDING RESOLUTIONS OF HOLDERS

The Terms and Conditions pertaining to a certain issue of Notes may provide that the Holders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed in a meeting (*Gläubigerversammlung*) or by taking votes without a meeting. Any such resolution duly adopted by resolution of the Holders shall be binding on each Holder of the respective issue of Notes, irrespective of whether such Holder took part in the vote and whether such Holder voted in favor of or against such resolution.

In addition to the provisions included in the Terms and Conditions of a particular issue of Notes, the rules regarding resolutions of Holders are substantially set out in a Schedule to the Agency Agreement (as defined in "*Documents incorporated by Reference*" below) in the German language together with an English translation. If the Notes are for their life represented by Global Notes, the Terms and Conditions of such Notes fully refer to the rules pertaining to resolutions of Holders in the form of such Schedule to the Agency Agreement. Under the German Act on Debt Securities (*Schuldverschreibungsgesetz* – "**SchVG**"), these rules are largely mandatory, although they permit in limited circumstances supplementary provisions set out in or incorporated into the Terms and Conditions.

Resolutions of the Holders with respect to the Notes can be passed in a meeting (*Gläubigerversammlung*) in accordance with § 5 et seqq. SchVG or by way of a vote without a meeting pursuant to § 18 and § 9 et seqq. SchVG (*Abstimmung ohne Versammlung*).

The following is a brief summary of some of the statutory rules regarding the convening and conduct of meetings of Holders and the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

### **Rules regarding Holders' Meetings**

Meetings of Holders may be convened by the Issuer or the Holders' Representative, if any. Meetings of Holders must be convened if one or more Holders holding 5% or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Holders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting in respect of a German issuer is the place of the Issuer's registered office, provided, however, that where the relevant Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Holder may be represented by proxy. A quorum exists if Holders' representing by value not less than 50% of the outstanding Notes. If the quorum is not reached, a second meeting may be called at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25% of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. In the case of Notes represented by one or more Global Notes, resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the relevant Global Note(s).

In insolvency proceedings instituted in Germany against an issuer, a Holders' Representative, if appointed, is obliged and exclusively entitled to assert the Holders' rights under the Notes. Any resolutions passed by the Holders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of statutory law or the Terms and Conditions, Holders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

### **Specific Rules regarding Votes without Meeting**

In the case of resolutions to be passed by Holders without a meeting, the rules applicable to Holders' Meetings apply *mutatis mutandis* to any taking of votes by Holders without a meeting, subject to certain special provisions. The following summarises such special rules.

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) where a common representative of the Holders (the "**Holders' Representative**") has been appointed, the Holders' Representative if the vote was solicited by the Holders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Holders' votes shall set out the period within which votes may be cast. During such voting period, the Holders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Holder's entitlement to cast a vote based on evidence provided by such Holder and shall prepare a list of the Holders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Holders. Within one year following the end of the voting period, each Holder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Holder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Holder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

## Taxation

*The following is a general discussion of certain German, Dutch, Luxembourg, UK, Irish and Austrian tax consequences of the acquisition and ownership of Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. Moreover, this summary does not consider other taxes than taxes on income, in particular not inheritance or gift tax. This summary is based on the laws of Germany, The Netherlands, the Grand-Duchy of Luxembourg, the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland and the Republic of Austria currently in force and as applied on the date of this prospectus, which are subject to change, possibly with retroactive or retrospective effect.*

**PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS OF GERMANY, THE NETHERLANDS, THE GRAND DUCHY OF LUXEMBOURG, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, THE REPUBLIC OF IRELAND, THE REPUBLIC OF AUSTRIA AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS.**

### 1. Germany

#### Income tax

*Notes held by tax residents as non-business assets*

- Taxation of interest

Payments of interest on the Notes to Holders who are individuals and are tax residents of Germany (*i.e.*, persons whose residence or habitual abode is located in Germany) are subject to German income tax. In each case where German income tax arises, a solidarity surcharge (*Solidaritätszuschlag*) is levied in addition. Furthermore, church tax may be levied, where applicable. If interest claims are disposed of separately (*i.e.* without the Notes), the gains from the disposal are subject to income tax. The same applies to gains from the redemption of interest claims if the Notes are disposed of separately.

On payments of interest on the Notes to individuals who are tax residents of Germany, income tax is generally levied as a flat income tax at a rate of 25 per cent. (plus solidarity surcharge in an amount of 5.5 per cent. of such tax, resulting in a total tax charge of 26.375 per cent., plus, if applicable, church tax). The church tax is generally levied by way of withholding unless the Holder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*). The total positive investment income of an individual will be decreased by a lump sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for individuals filing jointly), not by a deduction of expenses actually incurred.

If the Notes are held in custody, or are administered, or if their disposal is executed, by a German branch of a German or non-German credit or financial services institution or by a German securities trading business or a German securities trading bank and such entity credits or pays out the investment income (the "**Disbursing Agent**"), the flat income tax will be levied by way of withholding at the aforementioned rate from the gross interest payment to be made by the Disbursing Agent.

In general, no withholding tax will be levied if the Holder is an individual (i) whose Notes do not form part of the property of a trade or business and (ii) who filed a withholding exemption certificate (*Freistellungsauftrag*) with the Disbursing Agent but only to the extent the interest income derived from the Notes together with other investment income does not exceed the maximum exemption amount shown on the withholding exemption certificate. Similarly, no withholding tax will be deducted if the Holder has submitted to the Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office.

If no Disbursing Agent (as defined above) is involved in the payment process the Holder will have to include its income on the Notes in its tax return and the tax in its investment income of generally 25 per cent. plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25 per cent. Such application can only be filed consistently for all savings income within the assessment period. In the case of individuals filing jointly the application can only be filed for savings income of both individuals. In this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

- Taxation of capital gains

Also capital gains realised by individual tax residents of Germany from the disposal or redemption of the Notes (including gains from the assignment or hidden contribution of the Notes) will be subject to the flat income tax on investment income at a rate of 25 per cent. (plus solidarity surcharge in an amount of 5.5 per cent. of such tax, resulting in a total tax charge of 26.375 per cent., plus, if applicable, church tax), irrespective of any holding period. Church tax is generally levied by way of withholding unless the Holder has filed a blocking notice with the German Federal Central Tax Office. This will also apply to Notes on which the principal is effectively repaid in whole or in part although the repayment was not guaranteed.

If the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above) the flat income tax will be levied by way of withholding from the positive difference between the redemption amount (or the proceeds from the disposal) and the issue price (or the purchase price) of the Notes. If Notes kept or administered in the same custodial account have been acquired at different points in time, the Notes first acquired will be deemed to have been sold first for the purpose of determining the capital gains. If the Notes have been transferred into the custodial account of the Disbursing Agent only after their acquisition, and no evidence on the acquisition data has validly been provided to the new Disbursing Agent by the Disbursing Agent which previously kept the Notes in its custodial account, withholding tax will be levied on 30 per cent. of the proceeds from the disposal or redemption of the Notes.

If no Disbursing Agent is involved in the payment process the Holder will have to include capital gains from the disposal or redemption of the Notes in its tax return and the tax on its investment income of generally 25 per cent. plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

Payment of the flat income tax will generally satisfy any income tax liability (including solidarity surcharge and, if applicable, church tax) of the Holder in respect of such investment income. Holders may apply for a tax assessment on the basis of general rules applicable to them if the resulting income tax burden is lower than 25 per cent. Further, if the withholding tax on a disposal or redemption has been calculated from 30 per cent. of the respective proceeds (rather than from the actual gain), a Holder who is an individual tax resident may and in case the actual gain is higher than 30 per cent. of the respective proceeds must also apply for an assessment on the basis of his or her actual acquisition costs. In this case as well income-related expenses cannot be deducted from the investment income, except for the aforementioned annual lump sum deduction.

Any capital loss incurred from the disposal or redemption of the Notes can only be offset against positive income from capital investments. The Disbursing Agent will offset the losses with positive income from capital investments entered into through or with the same Disbursing Agent and carry forward any losses that cannot be offset to the following calendar year. If losses cannot be offset in full against positive investment income by the Disbursing Agent, the Holder can, instead, request that the Disbursing Agent issues a certificate stating the losses in order for them to be offset against other positive income from capital investments or carried forward in the assessment procedure. The request must reach the Disbursing Agent by 15 December of the current year and is irrevocable.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 18 January 2016, as amended from time to time, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such "sale" shall not be tax-deductible. Similarly, a bad debt loss (*Forderungsausfall*), i.e. should the Issuer become insolvent, and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible. The same shall apply where, based on an agreement with the depository institution, the transaction costs are calculated on the basis of the sale proceeds taking into account a deductible amount. With respect to transaction costs exceeding the sales proceeds and a bad debt loss, the German Federal Fiscal Court (*Bundesfinanzhof*) has objected the view expressed by the Federal Ministry of Finance. However, the Federal Ministry of Finance has not yet updated the aforementioned tax decree in this respect.

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective Holders.

*Notes held by tax residents as business assets*

Payments of interest on Notes and capital gains from the disposal or redemption of Notes held as business assets by German tax resident individuals or tax resident corporations (i.e., corporations whose legal domicile or place of effective management is located in Germany), including via a partnership, as the case may be, are generally subject to German income tax or corporate income tax (in each case plus solidarity surcharge and, if applicable, church tax). The interest and capital gain will also be subject to trade tax if the Notes form part of the property of a German trade or business.



If the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above), tax at a rate of 25 per cent. (plus a solidarity surcharge of 5.5 per cent. of such tax and, if applicable, church tax) will also be withheld from interest payments on Notes and generally also from capital gains from the disposal or redemption of Notes held as business assets. In these cases the withholding tax does not satisfy the income tax liability of the Holder, as in the case of the flat income tax, but will be credited as advance payment against the personal income or corporate income tax liability and the solidarity surcharge (and, if applicable, against the church tax) of the Holder.

With regard to capital gains from the disposal or redemption of Notes no withholding will generally be required in the case of Notes held by corporations tax resident in Germany, provided that in the case of corporations of certain legal forms the status of corporation has been evidenced by a certificate of the competent tax office. The same applies upon notification by use of the officially prescribed form towards the Disbursing Agent in the case of Notes held by individuals or partnerships as business assets.

#### *Potential change in law*

Please note that – pursuant to the coalition agreement of CDU, CSU and SPD – the flat tax regime shall be abolished for certain investment income, which might also affect the taxation of income from the Notes. For example, interest income might become taxed at the progressive tax rate of up to 45 per cent. (excluding solidarity surcharge). Further, the solidarity surcharge shall be abolished provided that certain thresholds are not exceeded. However, there is no draft law available yet, i.e. any details and, in particular, timing remain unclear.

#### *Notes held by non-residents*

Payments of interest on Notes and capital gains from the disposal or redemption of Notes are not subject to German taxation in the case of non-residents, i.e. persons having neither their residence nor their habitual abode nor legal domicile nor place of effective management in Germany, unless the Notes form part of the business property of a permanent establishment maintained in Germany, or for which a permanent representative has been appointed in Germany. Interest may, however, also be subject to German income tax if it otherwise constitutes income taxable in Germany, such as income from the letting and leasing of certain German-situs property or income from certain capital investments directly or indirectly secured by German situs real estate.

Non-residents of Germany are in general exempt from German withholding tax on interest and capital gains and from solidarity surcharge thereon. However, if the interest or capital gain is subject to German taxation as set forth in the preceding paragraph and the Notes are held in custody, or are administered, or if their disposal is executed, by a Disbursing Agent (as defined above), withholding tax will be levied as explained above at "*Notes held by tax residents as business assets*" or at "*Notes held by tax residents as non-business assets*", respectively.

#### **Particularities of Notes with a negative yield**

Holders will only realise a taxable capital gain if they receive, upon a disposal of the Notes, an amount in excess of the issue price (or the purchase price they paid for the Notes).

Contrary thereto, Holders who subscribe the Notes at the issue price and hold the Notes until their final maturity will realise a loss if the issue price is higher than the redemption price. The tax treatment of such losses is not entirely clear:

If the Notes are held by tax residents as non-business assets, statements of the German tax authorities regarding "negative interest" incurred on bank deposits made by private investors arguably imply that such losses cannot be fully deducted. Such losses are rather treated as expenses in connection with capital investment income and, are, consequently not tax-deductible except for an annual lump-sum deduction (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 for individuals filing jointly).

If the Notes are held by tax residents as business assets, recently published statements of the German tax authorities regarding "negative interest" incurred on bank deposits made by business investors arguably imply that such losses are generally tax deductible.

#### **Inheritance and Gift Tax**

No inheritance or gift taxes with respect to any Note will generally arise under the laws of Germany, if, in the case of inheritance tax, neither the decedent nor the beneficiary, or, in the case of gift tax, neither the donor nor the donee, is a tax resident of Germany and such Note is not attributable to a German trade or business for which a permanent establishment is maintained, or a permanent representative has been appointed, in Germany.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results.

Special rules apply to certain German citizens that are living in a foreign country and German expatriates.

### **Other Taxes**

No stamp, issue, registration or similar taxes or duties will be payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany.

## **2. The Netherlands**

For the purpose of this summary it is assumed that a holder of a Note, being an individual or a non-resident entity, neither has nor will have a substantial interest or - in the case of a holder of a Note being an entity - a deemed substantial interest in Finance and that no connected person (*verbonden persoon*) to the holder of a Note has or will have a substantial interest in Finance.

Generally speaking, an individual holding a Note has a substantial interest in Finance if (a) such individual, either alone or together with his partner, directly or indirectly has, or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have, (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of Finance or the issued and outstanding capital of any class of shares of Finance, or the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of Finance.

Generally speaking, a non-resident entity holding a Note has a substantial interest in Finance if such entity, directly or indirectly has (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of Finance or the issued and outstanding capital of any class of shares of Finance, or (ii) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of Finance. An entity holding a Note has a deemed substantial interest in Finance if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

For the purpose of this summary, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this summary refers to "The Netherlands" or "Dutch", it refers only to the European part of the Kingdom of the Netherlands.

Where this summary refers to a holder of a Note, an individual holding a Note or an entity holding a Note, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Note or otherwise being regarded as owning a Note for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

### **Withholding Tax**

All payments of principal and interest by Finance under the Notes can be made without withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, unless the Notes qualify as debt that effectively functions as equity for purposes of article 10, paragraph 1, sub d of the Corporate Tax Act (*Wet op de vennootschapsbelasting 1969*).

### **Taxes on Income and Capital Gains**

#### *Residents*

- Resident entities

An entity holding a Note which is, or is deemed to be, resident in The Netherlands for Dutch corporate tax purposes and which is not tax exempt, will generally be subject to Dutch corporate tax in respect of income or a capital gain derived from a Note at the prevailing statutory rates (up to 25 per cent. in 2019).

- Resident individuals

An individual holding a Note who is or is deemed to be resident in The Netherlands for Dutch income tax purposes will be subject to Dutch income tax in respect of income or a capital gain derived from a Note at the prevailing statutory rates (up to 51.75 per cent. in 2019) if:

- (i) the income or capital gain is attributable to an enterprise from which the holder derives profits (other

than as a shareholder); or

- (ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, such individual will generally be subject to Dutch income tax on the basis of a deemed return, regardless of any actual income or capital gain derived from the Notes. For 2019, the deemed return ranges from 1.94 per cent. to 5.60 per cent. of the value of the individual's net assets as at the beginning of the relevant fiscal year (including the Notes). The applicable rates will be updated annually on the basis of historic market yields. Subject to application of certain allowances, the deemed return will be taxed at the prevailing statutory rate (30 per cent. in 2019)

#### *Non-residents*

A holder of a Note which is not and is not deemed to be resident in The Netherlands for the relevant tax purposes will not be subject to Dutch taxation on income or a capital gain derived from a Note unless:

- (i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment (*vaste inrichting*) or permanent representative (*vaste vertegenwoordiger*) taxable in The Netherlands and the holder derives profits from such enterprise (other than by way of the holding of securities); or
- (ii) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

#### **Gift and Inheritance Taxes**

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a holder of a Note, unless:

- (i) the holder is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

#### **Other Taxes and Duties**

There is no Dutch registration tax, stamp duty or any other similar tax or duty payable in the Netherlands by a holder of a Note in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgement in the courts of The Netherlands) of a Note or the performance of Finance's obligations under the Notes.

#### **Residence**

A holder of a Note will not be and will not be deemed to be resident in The Netherlands for Dutch tax purposes and, subject to the assumptions and exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Note or the execution, performance, delivery and/or enforcement of a Note.

### **3. Luxembourg**

#### ***Non-Residents***

Under the existing laws of Luxembourg there is no withholding tax on the payment of interest on, or reimbursement of principal of, the Notes made to non-residents of Luxembourg through a paying agent established in Luxembourg.

However, the exchange of information rules and requirements provided for by the Luxembourg law of 18 December 2015 on the automatic exchange of financial account information in the field of taxation may apply.

#### ***Residents***

According to the law of 23 December 2005, as amended, interest on Notes paid by a Luxembourg paying agent to an individual Holder of Notes who is a resident of Luxembourg will be subject to a withholding tax of

20 per cent. In case of payment through a paying agent established in the EU or in the EEA other than Luxembourg, the Luxembourg resident individual Holder of Notes may under a specific procedure remit 20 per cent. tax to the Luxembourg tax authorities.

If the individual Holder holds the Notes in the course of the management of his or her private wealth, the aforementioned 20 per cent. withholding tax will operate a full discharge of income tax due on such payments.

Interest on Notes paid by a Luxembourg paying agent to a resident Holder of Notes who is not an individual is not subject to withholding tax, but has to be recognised in the company's corporate tax return.

When used in the preceding paragraphs "*interest*" and "*paying agent*" have the meaning given thereto in the Luxembourg law of 23 December 2005, as amended. "*Interest*" will include accrued or capitalised interest at the sale, repayment or redemption of the Notes. Payments of interest or similar income under the Notes to Clearstream Banking AG, Clearstream Banking S.A. and Euroclear Bank SA/NV and payments by or on behalf of Clearstream Banking S.A. to financial intermediaries will not give rise to a withholding tax under Luxembourg law.

#### **4. The United Kingdom of Great Britain and Northern Ireland**

*The comments below, which are of a general nature and are based on the Issuers' understanding of current United Kingdom law and H.M. Revenue & Customs ("HMRC") practice, describe only the United Kingdom withholding tax treatment of payments in respect of the Notes. They are not exhaustive. They do not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of the Notes. Prospective holders of Notes who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom are strongly advised to consult their own professional advisers.*

##### *Withholding tax*

Under United Kingdom tax law there is no obligation on the Issuers to deduct withholding tax on payments of interest on the Notes except where the interest has a United Kingdom source and is considered to be annual in nature. Interest on notes issued for a term of one year or more (or under arrangements where the overall term of the borrowing exceeds a year) should be annual interest and may be subject to withholding tax if it has a source in the United Kingdom and does not fall into various exemptions. The location of the source of interest is a complex matter and reference should be made to United Kingdom case law and HMRC guidance. Some of the factors that HMRC would take into account include where a creditor would sue for payment, the place of business of the issuer and the location of funds used to make the payments (including any security). Other factors may also be important.

If interest has a source in the United Kingdom, so long as the Notes are and continue to be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and listed on the official list of the Luxembourg Stock Exchange, payment of interest on the Notes may be made without withholding or deduction for or on account of income tax.

Interest on the Notes may also be paid without withholding or deduction for or on account of tax where at the time the payment is made, the Issuer reasonably believes (and any person by or through whom interest on the Notes is paid reasonably believes) that the beneficial owner of the interest is within the charge to United Kingdom corporation tax as regards the payment of interest, provided H.M. Revenue & Customs has not given a direction that the interest should be paid under deduction of tax.

In other cases where interest has a source in the United Kingdom, absent any other relief or exemption (such as a direction by H.M. Revenue & Customs that interest may be paid without withholding or deduction for or on account of tax to a specified Holder following an application by that Holder under an applicable double tax treaty), an amount must generally be withheld on account of income tax at the basic rate (currently 20 per cent.) from payments of interest on the Notes.

Where Notes are issued on terms that a premium is or may be payable on redemption, as opposed to being issued at a discount, then it is possible that any such element of premium may constitute a payment of interest and be subject to withholding on account of income tax as outlined in the preceding paragraphs.

Where Notes are issued at an issue price of less than 100 per cent. of their principal amount, any payments in respect of the accrued discount element on any such Notes will not be made subject to any withholding or deduction for or on account of income tax as long as they do not constitute payments in respect of interest.

Where interest has been paid under deduction of income tax, Holders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted under an appropriate provision of an applicable double taxation treaty.

The above description of the United Kingdom withholding tax position assumes that there will be no substitution of an issuer pursuant to Condition 11 of the Notes or otherwise and does not consider the tax consequences of any such situation.

## 5. Republic of Ireland

*The following is a summary based on the laws and practices currently in force in Ireland regarding the tax position of investors beneficially owning their notes and should be treated with appropriate caution. Particular rules may apply to certain classes of taxpayers holding notes. The summary does not constitute tax or legal advice and the comments below are of a general nature only. **This summary only relates to the potential application of Irish withholding taxes to payments made under the Notes.** It does not deal with any other matters and in particular does not describe the taxation consequences for Irish resident or ordinarily resident Holders in respect of the purchase, holding, redemption or sale of the notes and the receipt of interest thereon. The comments are made on the assumption that the Issuers are not resident in Ireland for Irish tax purposes and do not carry on a trade in Ireland through a branch or agency. Prospective investors in the notes should consult their professional advisors on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.*

### *Irish Withholding Tax*

Under Irish tax law there is no obligation on the Issuers to operate any withholding tax on payments of interest on the Notes except where the interest has an Irish source and is annual in nature. The interest could be considered to have an Irish source, where, for example, interest is paid out of funds maintained in Ireland or where the Notes are secured on Irish situate assets. The mere offering of the Notes to Irish investors will not cause the interest to have an Irish source.

In certain circumstances, collection agents and other persons receiving interest on the Notes in Ireland on behalf of a Holder, will be obliged to operate a withholding tax.

### *Provision of Information*

Holders should be aware that where any interest or other payment on Notes is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Holder. Where the Holder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Holder is resident for taxation purposes.

## 6. Republic of Austria

### **Income tax**

The following is a general overview of certain Austrian tax aspects in connection with the Notes. It does not claim to fully describe all Austrian tax consequences of the acquisition, ownership, disposition or redemption of the Notes nor does it take into account the Noteholders' individual circumstances or any special tax treatment applicable to the Noteholders. It is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors should consult their legal and tax advisors as to the particular tax consequences of the acquisition, ownership, disposition or redemption of the Notes. This overview is based on Austrian law as in force when drawing up this Base Prospectus. It is based on the currently valid tax legislation, case law and regulations of the tax authorities, as well as their respective interpretation, all of which may be amended from time to time. Such amendments may possibly also be effected with retroactive effect and may negatively impact on the tax consequences described. For the purposes of the following it is assumed that the Notes are offered to the public, *i.e.* legally and factually offered to an indefinite number of persons. As far as not explicitly mentioned otherwise the following overview refers to Noteholders who are individuals' resident in Austria holding the Notes as non-business property.

The Issuer does not assume responsibility for Austrian withholding tax (*Kapitalertragsteuer*) at source and is not obliged to make additional payments in case of withholding tax deductions at source, unless the Conditions explicitly provide for a tax gross-up as described in Section 8 of the "Terms and Conditions of the Notes".

### *Austrian Resident Taxpayers*

Individuals having a domicile or their habitual abode in Austria or corporations having their corporate seat or their place of management in Austria are considered residents for Austrian income and corporate income tax law purposes, respectively.

### **Individual residents**

- Notes held as private assets

Generally income arising with respect to the Notes in the form of either

- (i) fixed or floating interest payments (*Zinserträge*) or
- (ii) realised capital gains (*Einkünfte aus realisierten Wertsteigerungen*)

qualifies as "investment income" (*Einkünfte aus Kapitalvermögen*) and, as such, is taxed under a special regime at a flat rate of 27.5 per cent. if the Notes are publicly offered. Realised capital gains are the difference between (a) the amount realised (e.g., the sale proceeds, the redemption or other pay-off amount, or the fair market value in case of a deemed realisation) and (b) the acquisition costs; in each case including accrued interest, if any.

For Notes held as private assets, the acquisition costs shall not include ancillary acquisition costs (*Anschaffungsnebenkosten*). An average price is determined regarding Notes not acquired at the same time, but held in the same securities account and having the same securities identification number. Expenses and costs (*Aufwendungen und Ausgaben*) that are directly connected with investment income are not tax effective.

If an Austrian custodian (*depotführende Stelle*) or an Austrian paying agent (*auszahlende Stelle*) is involved in paying investment income (interest or capital gains), 27.5 per cent. withholding tax is imposed. The Austrian custodian or paying agent (comprises, in particular, any Austrian bank or any Austrian branch of a non-resident bank or of an investment service provider domiciled in an EU Member State, which pays out or credits the interest income to the investor) has the responsibility to deduct and pay the withholding tax to the respective tax office.

If no withholding tax is imposed (e.g., because the Notes are held through a foreign paying agent), the investment income arising from the Notes generally has to be included in the investor's annual income tax return in accordance with the Austrian Income Tax Act and will be subject to the special flat tax rate of 27.5 per cent.

Generally, the 27.5 per cent. special rate taxation applies both in case of the imposition of a withholding tax and in case of a tax assessment and results in a final taxation (*Endbesteuerung*) for income tax purposes with respect to interest income and also regarding realised capital gains if certain requirements are fulfilled, *i.e.*, the flat income tax will generally satisfy the income tax liability on the investment income; an option to assess the income at the progressive personal income tax rate exists (in particular for investors whose regular personal income tax rate is lower than 27.5 per cent.).

Income from Notes which are not legally or factually offered to an indefinite number of persons within the meaning of the Austrian Income Tax Act would not be subject to withholding tax and final taxation but subject to the progressive personal income tax rates of up to 50 per cent. (for income above EUR 90,000 *per annum* up to EUR 1 million *per annum*) and 55 per cent. until 2020 (as far as the income exceeds EUR 1 million *per annum*).

Capital gains are not only taxed upon an actual disposition or redemption of the Notes, but also upon a deemed realisation.

- A deemed realisation takes place due to a restriction of the Austrian taxing right on the Notes (e.g. move abroad, donation to a non-resident, etc.). If the Notes are held in an Austrian securities account, the Austrian withholding agent (custodian or paying agent) has to impose the withholding tax and such withholding tax needs to be deducted only upon an actual disposition of the Notes or withdrawal (*Entnahme*) from the account. If the Holder has timely notified the Austrian withholding agent of the restriction of the Austrian taxing right on the Notes (e.g. his or her relocation to another country), not more than the value increase of the Notes until such notification is subject to Austrian withholding tax. An exemption of withholding tax applies in case of a notified moving to another Member State of the European Economic Area if the Holder presents to the Austrian withholding agent a tax assessment notice of the year of migration in which the option for a deferral of tax has been exercised.
- A deemed realisation also takes place upon withdrawals from an Austrian securities account and other transfers of Notes from one Austrian securities account to another one. Exemptions apply in this case for a transfer of the Notes to another deposit account, if certain information procedures are fulfilled and no restriction of the Austrian taxing right occurs (e.g., no donation to a non-resident).

Losses from Notes held as private assets may only be offset with other investment income subject to the flat

tax rate (excluding, *inter alia*, interest income from bank deposits and other claims against banks) and must not be offset with any other income. Mandatory loss-offsetting rules to be handled by Austrian custodians apply. A carry-forward of losses is not possible in this context.

- Notes held as business assets

Generally, the same rules as described under the previous heading apply regarding Notes that are held as business assets by tax residents who are individuals. The most important differences are the following (which are, apart from the last bullet point, only relevant for the assessment of the investor):

- Realised capital gains, contrary to interest income, have to be included in the investor's annual income tax return, since despite a 27.5 per cent. withholding taxation that is also imposed in the context of Notes held as business assets if an Austrian custodian is involved, no final taxation for income tax applies; however, this only applies to income from realised capital gains if the realisation of such income is not a core activity of the business.
- Write-downs and realised losses derived from the sale or redemption of the Notes held as business assets may be offset with positive income from realised capital gains that are investment income in the first place; 55 per cent. of the remaining losses may be offset against other income or carried forward.
- The acquisition costs of Notes held as business assets may also include ancillary costs incurred upon the acquisition.
- Loss off-setting is not made by the custodian, but can only be made in the assessment of the individual.

It is noted that expenses and costs (*Aufwendungen und Ausgaben*) directly connected with investment income are also not tax effective if the Notes are held as business assets.

- Corporate residents

Corporate investors deriving business income from the Notes may avoid the application of withholding tax by filing a declaration of exemption (*Befreiungserklärung*) with the Austrian withholding tax agent, who must forward a copy thereof to the tax office. Income derived from the Notes by corporate investors (including any capital gains) is subject to corporate income tax at the general corporate income tax rate of 25 per cent. Any Austrian withholding tax levied is credited as prepayment against the Austrian corporate income tax amount in the tax assessment of the corporate investor.

A special tax regime applies for private foundations (*Privatstiftungen*).

**Notes held by non-residents**

Non-resident investors, i.e., individuals who have neither a domicile nor their habitual abode in Austria and corporations that have neither their corporate seat nor their place of management in Austria ("*non-residents*") are not taxable in Austria with regard to their income from the Notes, provided the income is not attributable to a permanent establishment of the investor in Austria.

Interest income from the Notes held by non-resident individuals (with the exception of persons resident in a country which takes part in the automatic information exchange) is not taxable in Austria, provided that the issuer – being not a bank – has neither its seat nor its place of management in Austria and under the condition that the issuer does not have a branch in Austria which is involved in the issuance of the Notes. The exemption of withholding tax requires (among others) a proof of the investor's non-residence (including certificate of residence of the investor). In case of any tax withheld a refund is possible to the non-resident investors upon application which has to be filed with the competent Austrian tax office after a prior electronic notification (§ 240a Austrian Federal Tax).

Accrued interest in case of a sale or other disposition of the Notes (including the difference between the sales price and the acquisition cost in case of zero-coupon-bonds) is regarded as interest income subject to non-resident taxation if the debtor of the accrued interest (the acquirer of the Notes) has its seat, domicile or its place of management in Austria or is the branch of a foreign bank, and the sales transaction, in the course of which the accrued interest is paid, is handled by an Austrian paying agent. No taxation of interest income applies vis-à-vis non-resident corporate investors. No taxation of interest also applies vis-à-vis individuals who are residents in a country, with which Austria agreed on an automatic exchange of information, if an appropriate proof is provided by the investor. The proof must be furnished, among others, by means of a certificate of residence issued by the tax authorities of the investor's residence state and further documentation in case of corporations. In case of transparent partnerships the residence status of the partners is decisive. Moreover, tax withheld may be refundable to the non-resident investors upon their

application which has to be filed with the competent Austrian tax office under the domestic conditions mentioned or if a double tax treaty relief is available after a prior electronic notification (§ 240a Austrian Federal Tax).

If a non-resident individual or corporation receives income from the Notes through an Austrian permanent establishment, they are to a large extent subject to the same tax treatment as resident investors, i.e., both interest income and capital gains received via the permanent establishment are subject to tax and also (in case of an Austrian withholding tax agent) to withholding tax, unless an exemption is applicable (see the description for Austrian resident investors).

#### ***Final note on withholding tax imposed in Austria***

Assuming that neither of the Issuers uses a branch or permanent establishment in Austria for the payment of interest under the Notes, neither of the Issuers do assume any responsibility for Austrian withholding tax (*Kapitalertragsteuer*) charged in Austria at source and is not obliged to make additional payments in case of withholding tax deductions at source.

### **7. The proposed Financial Transaction Tax ("FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). Estonia has in the meanwhile stated that it will no longer participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective Holders of the Notes are advised to seek their own professional advice in relation to the FTT.

### **8. U.S. Foreign Account Tax Compliance Act Withholding ("FATCA")**

Pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended by the Hiring Incentives to Restore Employment Act of 18 March 2010), commonly known as FATCA, a "foreign financial institution" may be required to withhold at a rate of 30 per cent. on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Germany and the Netherlands) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the publication of the final regulations defining "foreign passthru payment" and Notes issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional notes (as described under "*Terms and Conditions— [§ 14] Further Issues and Purchases*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, the Issuer will not pay any additional amounts as a result of the withholding.



## General Information

### General

The relevant Final Terms will specify which clearing system or systems (including CBF, CBL and Euroclear) has/have accepted the relevant Notes for clearance and provide any further appropriate information.

### Interest of Natural and Legal Persons involved in the issue of Notes

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, one or both of the Issuers and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers or the Issuers' affiliates. Certain of the Dealers or their affiliates that have a lending relationship with either of the Issuers routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### Selling Restrictions

#### 1. General

Each Dealer has agreed that it will comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes the Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor the Guarantor (if Finance is the Issuer) and any other Dealer shall have any responsibility therefor.

Neither the Issuer nor the Guarantor (if Finance is the Issuer) and any of the Dealers has represented that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

#### 2. United States of America

- (a) The Notes have not been and will not be registered under the Securities Act, and, may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Note as part of its allotment within the United States except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, each Dealer has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note.
- (b) From and after the time that the Issuer notifies the Dealers in writing that it is no longer able to make the representation set forth in Article 4 (1)(15)(i) of the Dealer Agreement, each Dealer (i) acknowledges that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; (ii) has represented and agreed that it has not offered and sold any Notes, and will not offer and sell any Notes (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date only in accordance with Rule 903 of Regulation S under the Securities Act, and (iii) accordingly has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Note, and it and they have complied and will comply with the offering restrictions requirement of Regulation S; and (iv) has also agreed that at or prior to confirmation of any sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b) (2) (iii) (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S."

- (c) Each Dealer who has purchased Notes of a Tranche hereunder (or in the case of a sale of a Tranche of Notes issued to or through more than one Dealer each of such Dealers as to the Notes of such Tranche purchased by or through it or, in the case of syndicated issue, the relevant Lead Manager) shall determine and notify to the Fiscal Agent the completion of the distribution of the Notes of such Tranche. On the basis of such notification or notifications, the Fiscal Agent has agreed to notify such Dealer/Lead Manager of the end of the distribution compliance period with respect to such Tranche.

Terms used in the above paragraph have the meanings given to them by Regulation S.

- (d) Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of Notes, except with its affiliates or with the prior written consent of the Issuer.
- (e) Notes will be issued in accordance with the provisions of United States Treasury Regulation Section 1.163-5(c)(2)(i)(D) (the "**D Rules**") (or any successor rules in substantially the same form as the D Rules for purposes of Section 4701 of the U.S. Internal Revenue Code) as specified in the applicable Final Terms. In addition, each Dealer has represented and agreed that:
- (i) except to the extent permitted under the D Rules, (x) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (y) such Dealer has not delivered and will not deliver within the United States or its possessions Notes that are sold during the restricted period;
  - (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
  - (iii) if such Dealer is a United States person, it has represented that it is acquiring the Notes for purposes of resale in connection with their original issuance and if such Dealer retains Notes for its own account, it will only do so in accordance with the requirements of the D Rules; and
  - (iv) with respect to each affiliate that acquires from such Dealer Notes in bearer form for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) has repeated and confirmed the representations and the agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate's behalf or (y) has agreed that it will obtain from such affiliate for the benefit of the Issuer the agreements contained in sub-clauses (i), (ii) and (iii).

Terms used in this paragraph (e) have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder, including the D Rules.

### **3. European Economic Area**

Unless the Final Terms in respect of any Notes specify the "*Prohibition of Sales to EEA Retail Investors*" as "*Not Applicable*", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the term "**retail investor**" means a person who is one (or more) of the following:
- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in the Prospectus Directive; and

- (b) the term an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Final Terms in respect of any Notes specify "*Prohibition of Sales to EEA Retail Investors*" as "*Not Applicable*", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the Final Terms in relation to the Notes specify an offer of those Notes other than pursuant to Article 3 (2) of the Prospectus Directive in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3 (2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC as amended or superseded.

#### **4. United Kingdom**

Each Dealer has represented and agreed, that:

it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## **Use of Proceeds**

The net proceeds from each issue will be used for general financing purposes of Deutsche Telekom's group companies.

## **Listing and Admission to Trading Information**

### ***Luxembourg Stock Exchange***

Application has been made to list Notes to be issued under the Programme on the official list of the Luxembourg Stock Exchange and to admit such Notes to trading on the Regulated Market of the Luxembourg Stock Exchange.

However, Notes may be issued pursuant to the Programme which will not be listed on the official list of and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange or any other stock exchange.

The above-mentioned documents are available for inspection during normal business hours at the head office of the Paying Agent in Dublin, Ireland.

Each Final Terms relating to the Notes which shall be quoted on the Regulated Market of the Luxembourg Stock Exchange may be obtained from the Paying Agent in Dublin.

### ***Undertaking***

Each of the Issuers has undertaken, in connection with the listing of the Notes, that if, while Notes of an Issuer are outstanding and listed on the official list of as well as admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, there shall occur any adverse change in the business, financial position or otherwise of such Issuer or the Guarantor that is material in the context of issuance under the Programme which is not reflected in the Prospectus (or any of the Reference Documents) such Issuer and/or the Guarantor, as the case may be, will prepare or produce the preparation of a supplement to the Prospectus or, as the case may be, publish a new Prospectus for use in connection with any subsequent offering by such Issuer of Notes to be listed on the official list of and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

Each of the Issuers will, during normal business hours at the specified offices of the Paying Agents, provide, free of charge, upon the oral or written request therefor, a copy of the Prospectus (or any Reference Document). Written or oral requests for such documents should be directed to the specified office of any Paying Agent.

### **Authorisation**

The establishment of the Programme was authorised by the Board of Management of Deutsche Telekom and by the Board of Management and the Supervisory Board of Finance on 20 June 1997, 18 August 1997 and 1 September 1997, respectively.

The latest increase of the aggregate principal amount of Notes which may be issued under the Programme to EUR 35,000,000,000 was authorised by the Board of Management of Deutsche Telekom on 26 March 2019 and by the Board of Management of Finance on 27 March 2019.

## **Incorporation by Reference / Documents on Display**

The audited consolidated financial statements for Deutsche Telekom AG and the audited unconsolidated financial statements for Deutsche Telekom International Finance B.V. for the financial years ended 31 December 2018 and 31 December 2017, respectively, are incorporated by reference into this Prospectus.

Each of the sets of Terms and Conditions for Notes with fixed interest rates (pages 96 to 111 English Language) and pages 128 to 146 (German Language)) ("**Option I**") and for Notes with floating interest rates (pages 112 to 127 English Language) and pages 147 to 165 (German Language)) ("**Option II**") as contained in the Debt Issuance Programme Prospectus dated 18 May 2018, respectively.

Schedule 5 of the Amended and Restated Fiscal Agency Agreement dated 18 April 2019 (the "**Agency Agreement**") between Deutsche Telekom AG, Deutsche Telekom International Finance B.V. and Citibank Europe plc acting as Fiscal Agent and Paying Agent is incorporated by reference into this Prospectus.

### **Deutsche Telekom AG**

The audited consolidated financial statements of Deutsche Telekom for the period from 1 January to 31 December 2018 consisting of

- Consolidated statement of financial position (page 146 to 147 in the Annual Report of 2018),
- Consolidated income statement (page 148 in the Annual Report of 2018),
- Consolidated statement of comprehensive income (page 149 in the Annual Report of 2018),
- Consolidated statement of changes in equity (pages 150 to 151 in the Annual Report of 2018),
- Consolidated statement of cash flows (page 152 in the Annual Report of 2018)
- Notes to the consolidated financial statements (pages 153 to 223 in the Annual Report of 2018) and other disclosures (pages 223 to 263 in the Annual Report of 2018),
- Auditor's report (page 265 to 269 in the Annual Report of 2018).

The audited consolidated financial statements of Deutsche Telekom for the period from 1 January to 31 December 2017 consisting of

- Consolidated statement of financial position (page 146 to 147 in the Annual Report of 2017),
- Consolidated income statement (page 148 in the Annual Report of 2017),
- Consolidated statement of comprehensive income (page 149 in the Annual Report of 2017),
- Consolidated statement of changes in equity (pages 150 to 151 in the Annual Report of 2017),
- Consolidated statement of cash flows (page 152 in the Annual Report of 2017)
- Notes to the consolidated financial statements (pages 153 to 217 in the Annual Report of 2017) and other disclosures (pages 217 to 247 in the Annual Report of 2017),
- Auditor's report (page 249 to 254 in the Annual Report of 2017).

### **Deutsche Telekom International Finance B.V.**

The audited unconsolidated financial statements of Finance for the financial year ended on 31 December 2018 consisting of

- Statement of comprehensive income (page 9 in the Annual Report of 2018)
- Statement of financial position (page 10 in the Annual Report of 2018)
- Statement of changes in equity (page 11 in the Annual Report of 2018)
- Statement of cash flows (page 12 in the Annual Report of 2018)
- Notes to the financial statements (pages 13 to 33 in the Annual Report of 2018)
- Auditors' report (last pages (pages 35 to 42 of the pdf-file) in the Annual Report of 2018).

The audited unconsolidated financial statements of Finance for the financial year ended on 31 December 2017 consisting of

- Statement of comprehensive income (page 9 in the Annual Report of 2017)

Statement of financial position (page 10 in the Annual Report of 2017)

Statement of changes in equity (page 11 in the Annual Report of 2017)

Statement of cash flows (page 12 in the Annual Report of 2017)

Notes to the financial statements (pages 13 to 34 in the Annual Report of 2017)

Auditors' report (last pages (pages 35 to 42 of the pdf-file) in the Annual Report of 2017).

### **Terms and Conditions of the Notes**

Each of the sets of Terms and Conditions for Notes with fixed interest rates (pages 96 to 111 English Language) and pages 128 to 146 (German Language)) ("**Option I**") and for Notes with floating interest rates (pages 112 to 127 English Language) and pages 147 to 165 (German Language)) ("**Option II**") as contained in the Debt Issuance Programme Prospectus dated 18 May 2018, respectively.

The information incorporated by reference that is not included in the cross-reference list, is considered as additional information and is not required by the relevant schedules of the Commission Regulation (EC) 809/2004, as amended.

The Prospectus and all Reference Documents are available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). During the whole life of the Programme, the Prospectus as well as all supplements thereto, all Reference Documents, the Guarantee and Negative Pledge of Deutsche Telekom AG and the Articles of Association of Deutsche Telekom AG, all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the Issuers' request any part of which is included or referred to in the Prospectus, the historical consolidated financial information of Deutsche Telekom Group for each of the two financial years preceding the publication of the Prospectus are either available on the website of Deutsche Telekom ([www.telekom.de](http://www.telekom.de)), or may, as well as the Articles of Association of Deutsche Telekom International Finance B.V. and the historical financial information of Finance for each of the two financial years preceding the publication of the Prospectus, be inspected and are available free of charge during normal business hours at the office of the Paying Agent, and are available in the English language each free of charge at the head office of Deutsche Telekom AG (addresses are specified on the back cover of this Prospectus).

## **Names and Adresses**

### **Issuers**

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Federal Republic of Germany

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The Netherlands

### **Guarantor**

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Federal Republic of Germany

### **Arranger**

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### **Dealers**

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Citigroup Global Markets Limited  
Citigroup Centre  
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**Legal Advisers**

*To the Dealers*

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Clifford Chance LLP  
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1013 GE Amsterdam  
The Netherlands

**Auditors of**

*Deutsche Telekom AG*

*Deutsche Telekom International Finance B.V.*

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Wirtschaftsprüfungsgesellschaft  
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Federal Republic of Germany

PricewaterhouseCoopers Accountants N.V.  
Thomas R. Malthusstraat 5  
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