UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 7)

T-Mobile US, Inc.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

872590104
(CUSIP Number)

Dr. Axel Lützner
Vice President DT Legal
Deutsche Telekom AG
Friedrich-Ebert-Allee 140
53113 Bonn, Germany
+49-228-181-0
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

April 1, 2020
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON Deutsche Telekom Holding B.V. IRS identification number not applicable.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION The Netherlands		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER:* 843,196,990
		8	SHARED VOTING POWER: 0
		9	SOLE DISPOSITIVE POWER:** 538,590,941
		10	SHARED DISPOSITIVE POWER: 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON*** 843,196,990		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)**** 68.3%		
14	TYPE OF REPORTING PERSON CO		

* Consists of the sum of (i) 538,590,941 shares of Common Stock held by DT Holding and (ii) 304,606,049 shares of Common Stock held by SoftBank UK and subject to the Proxy, in each case on April 1, 2020, as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition. The Reporting Persons may be deemed to be members of a "group" within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons and the Separately Filing Group Members.

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**** Based on the number of shares of Common Stock outstanding on April 1, 2020, as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition.

1	NAME OF REPORTING PERSON T-Mobile Global Holding GmbH IRS identification number: 98-0470438		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Federal Republic of Germany		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER:* 843,196,990
		8	SHARED VOTING POWER: 0
		9	SOLE DISPOSITIVE POWER:** 538,590,941
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**** Based on the number of shares of Common Stock outstanding on April 1, 2020, as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition.

1	NAME OF REPORTING PERSON T-Mobile Global Zwischenholding GmbH IRS identification number not applicable.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Federal Republic of Germany		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER:* 843,196,990
		8	SHARED VOTING POWER: 0
		9	SOLE DISPOSITIVE POWER:** 538,590,941
		10	SHARED DISPOSITIVE POWER: 0
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**** Based on the number of shares of Common Stock outstanding on April 1, 2020, as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition.

1	NAME OF REPORTING PERSON Deutsche Telekom AG IRS identification number not applicable.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☒		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Federal Republic of Germany		
Number of Shares Beneficially Owned By Each Reporting Person With	7	SOLE VOTING POWER:* 843,196,990	
	8	SHARED VOTING POWER: 0	
	9	SOLE DISPOSITIVE POWER:** 538,590,941	
	10	SHARED DISPOSITIVE POWER: 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON*** 843,196,990		
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**** Based on the number of shares of Common Stock outstanding on April 1, 2020, as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition.

SCHEDULE 13D/A

Explanatory Note

This Amendment No. 7 (this "Amendment No. 7") to the Schedule 13D filed with the U.S. Securities and Exchange Commission (the "Commission") on May 10, 2013, as amended and supplemented by Amendment No. 1 to Schedule 13D filed with the Commission on November 26, 2013, Amendment No. 2 to Schedule 13D filed with the Commission on January 15, 2014, Amendment No. 3 to Schedule 13D filed with the Commission on March 6, 2018, Amendment No. 4 to Schedule 13D filed with the Commission on April 30, 2018, Amendment No. 5 to Schedule 13D filed with the Commission on July 26, 2019 and Amendment No. 6 to Schedule 13D filed with the Commission on February 20, 2020 (as amended and supplemented, collectively, this "Schedule 13D"), is being filed by Deutsche Telekom AG, a stock corporation (*Aktiengesellschaft*) organized under the laws of the Federal Republic of Germany ("Deutsche Telekom"), T-Mobile Global Zwischenholding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of the Federal Republic of Germany and a direct wholly owned subsidiary of Deutsche Telekom ("T-Mobile Global"), T-Mobile Global Holding GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of the Federal Republic of Germany and a direct wholly owned subsidiary of T-Mobile Global ("T-Mobile Holding"), and Deutsche Telekom Holding B.V., a limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized under the laws of the Netherlands and a direct wholly owned subsidiary of T-Mobile Holding ("DT Holding" and, together with Deutsche Telekom, T-Mobile Global and T-Mobile Holding, the "Reporting Persons", and each, a "Reporting Person"), pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Rule 13d-1(a) thereunder, with respect to the shares of common stock, par value $0.00001 per share (the "Common Stock"), of T-Mobile US, Inc., a Delaware corporation (the "Issuer" or "T-Mobile").

The Reporting Persons are party to certain agreements with the Separately Filing Group Members (as defined in Item 2), which agreements contain, among other things, certain voting agreements and transfer and other restrictions. As a result, the Reporting Persons may be deemed to be members of a "group" within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons and the Separately Filing Group Members.

Except as set forth below, all Items of this Schedule 13D remain unchanged. Capitalized terms used in this Amendment No. 7 and not otherwise defined shall have the respective meanings assigned to such terms in this Schedule 13D.

Item 2. Identity and Background

This Item 2 is hereby amended and supplemented as follows:

The Reporting Persons may be deemed to be members of a "group" within the meaning of Section 13(d)(3) of the Exchange Act, comprised of the Reporting Persons and the other persons referred to in Schedule B attached to this Schedule 13D (the "Separately Filing Group Members"). It is the understanding of the Reporting Persons that the Separately Filing Group Members are filing a separate Schedule 13D pursuant to Rule 13d-1(k)(2) under the Exchange Act. Schedule B attached to this Schedule 13D sets forth certain information concerning the Separately Filing Group Members, which information is based solely on the information contained in the Schedule 13D filed by the Separately Filing Group Members.

Item 4. Purpose of the Transaction

This Item 4 is hereby amended and supplemented as follows:

The information set forth in Item 6 of this Schedule 13D, including without limitation as to the rights and obligations of the Reporting Persons pursuant to the terms of the agreements described in Item 6 and the other matters described therein, is hereby incorporated by reference.

Item 5. Interest in Securities of the Issuer

Item 5 is hereby amended and restated as follows:

(a)-(b) The information contained in the cover pages of this Schedule 13D and the information set forth in Item 4 is incorporated herein by reference.

As of the date hereof, the Reporting Persons in the aggregate may be deemed to beneficially own 843,196,990 shares of Common Stock, which represents approximately 68.3% of the shares of Common Stock outstanding as of immediately following the Merger Transactions (as defined in Item 6) and after giving effect to the SoftBank Disposition (as defined in Item 6). This includes (i) 538,590,941 shares of Common Stock held by DT Holding and (ii) based solely on the information contained in the Schedule 13D filed by the Separately Filing Group Members, as set forth in Schedule B, 304,606,049 shares of Common Stock beneficially owned by the Separately Filing Group Members.

Due to the fact that T-Mobile Holding, T-Mobile Global and Deutsche Telekom may be deemed to control DT Holding, each of T-Mobile Holding, T-Mobile Global and Deutsche Telekom may be deemed to beneficially own, and to have power to vote or direct the vote of, or dispose or direct the disposition of, all the Common Stock held by DT Holding. In addition, as a result of the Proxy (as defined in Item 6) granted by SoftBank in favor of Deutsche Telekom pursuant to the Proxy Agreement (as defined in Item 6), each of DT Holding, T-Mobile Holding, T-Mobile Global and Deutsche Telekom may be deemed to beneficially own, and to have power to vote or direct the vote of, all the Common Stock beneficially owned by the Separately Filing Group Members. The filing of this Schedule 13D shall not be construed as an admission that any Reporting Person is the beneficial owner of any of the shares of Common Stock that such Reporting Person may be deemed to beneficially own. Without limiting the foregoing, each Reporting Person disclaims beneficial ownership of the shares held by any other Reporting Person or any of the Separately Filing Group Members. In addition, the filing of this Schedule 13D shall not be construed as an admission that any partner, member, director, officer or affiliate of any Reporting Person is the beneficial owner of any of the shares of Common Stock that such partner, member, director, officer or affiliate may be deemed to beneficially own.

Dr. Uli Kühbacher, a Managing Director of T-Mobile Holding, beneficially owns 100 shares of Common Stock, which represents less than 0.01% of the shares of Common Stock issued and outstanding on April 1, 2020 as of immediately following the Merger Transactions (as defined in Item 6) and after giving effect to the SoftBank Disposition. Ms. Michaela Klitsch, a Managing Director of T-Mobile Holding, beneficially owns 48 shares of Common Stock, which represents less than 0.01% of the shares of Common Stock issued and outstanding on April 1, 2020 as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition. To the best knowledge of the Reporting Persons, Dr. Uli Kühbacher has the sole power to vote or direct the vote or dispose or direct the disposition of all of the shares of Common Stock beneficially owned by him, and Ms. Michaela Klitsch has the sole power to vote or direct the vote or dispose or direct the disposition of all of the shares of Common Stock beneficially owned by her.

(c) Except as set forth in this Item 5, to the best knowledge of the Reporting Persons, none of the Reporting Persons or the Separately Filing Group Members or the persons set forth on Schedules A-1 through A-4 has beneficial ownership of, or, except as set forth in Item 6, has engaged in any transaction during the past 60 days in, any Common Stock.

(d) To the best knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds of the sale of, the securities that are the subject of this Schedule 13D, other than, with respect to the shares of Common Stock beneficially owned by the Separately Filing Group Members that are subject to the Proxy, SoftBank and its applicable affiliates.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 is hereby amended and supplemented as follows:

Pursuant to the Business Combination Agreement, dated as of April 29, 2018 (as amended, the "Business Combination Agreement"), by and among T-Mobile, Sprint Corporation, a Delaware corporation ("Sprint"), Huron Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of T-Mobile ("Merger Company"), Superior Merger Sub Corporation, a Delaware corporation and a wholly owned subsidiary of Merger Company ("Merger Sub"), Starburst I, Inc., a Delaware corporation ("Starburst"), Galaxy Investment Holdings, Inc., a Delaware corporation ("Galaxy" and, together with Starburst, the "SoftBank US HoldCos"), and for the limited purposes set forth therein, Deutsche Telekom, DT Holding, and SoftBank Group Corp., a Japanese kabushiki kaisha ("SoftBank"), on April 1, 2020 (the "Closing Date"), (i) the SoftBank US HoldCos merged with and into Merger Company, with Merger Company continuing as the surviving entity and as a wholly owned subsidiary of T-Mobile (the "HoldCo Mergers"), and (ii) immediately following the HoldCo Mergers, Merger Sub merged with and into Sprint, with Sprint continuing as the surviving corporation and as a wholly owned indirect subsidiary of T-Mobile (the "Merger" and, together with the HoldCo Mergers, the "Merger Transactions"). In connection with the completion of the Merger Transactions, the parties to the Business Combination Agreement waived the condition to closing set forth in the Business Combination Agreement with respect to the final consent of the California Public Utilities Commission (the "CPUC"), to the extent required, such that all regulatory approvals required for the Merger Transactions to be completed on April 1, 2020 were satisfied or waived as of such date. The parties entered into this waiver without any admission as to whether such final consent was required in connection with the Merger Transactions, following the release of the CPUC's proposed decision to approve the Merger on March 11, 2020.

Pursuant to the Business Combination Agreement, (i) at the effective time of the HoldCo Mergers, all the issued and outstanding shares of common stock of Galaxy, par value $0.01 per share, and all the issued and outstanding shares of common stock of Starburst, par value $0.01 per share, held by SoftBank Group Capital Limited, a private limited company incorporated in England and Wales and a wholly owned subsidiary of SoftBank and the sole stockholder of each of Galaxy and Starburst ("SoftBank UK"), were converted such that SoftBank UK received an aggregate number of shares of Common Stock equal to the product of (x) 0.10256 (the "Exchange Ratio") and (y) the aggregate number of shares of common stock, par value $0.01 per share, of Sprint ("Sprint Common Stock"), held by the SoftBank US HoldCos, collectively, immediately prior to the effective time of the HoldCo Mergers, and (ii) at the effective time of the Merger (the "BCA Effective Time"), each share of Sprint Common Stock issued and outstanding immediately prior to the BCA Effective Time (other than shares of Sprint Common Stock held by Merger Company or held by Sprint as treasury stock) were converted into the right to receive a number of shares of Common Stock equal to the Exchange Ratio. No fractional shares of Common Stock will be issued in connection with the Merger Transactions. Each holder of Sprint Common Stock converted pursuant to the Merger Transactions who would otherwise have been entitled to receive a fraction of a share of Common Stock (after taking into account all shares held by such holder) will instead receive cash (without interest) in lieu of such fractional share in accordance with the terms of the Business Combination Agreement.

In addition, immediately following the BCA Effective Time on the Closing Date, pursuant to the Letter Agreement, dated as of February 20, 2020 (the "Letter Agreement"), by and among T-Mobile, SoftBank and Deutsche Telekom, SoftBank UK surrendered to T-Mobile, for no additional consideration, an aggregate of 48,751,557 shares (the "SoftBank Specified Shares Amount") of Common Stock (the "SoftBank Disposition").

The Letter Agreement further provides that if the trailing 45-day volume-weighted average price per share of Common Stock on the NASDAQ Global Select Market (the "NASDAQ") is equal to or greater than $150.00 at any time during the period commencing on the second anniversary of the Closing Date and ending on December 31, 2025, T-Mobile will issue to SoftBank, for no additional consideration, a number of shares of Common Stock equal to the SoftBank Specified Shares Amount (the "Additional Shares"), subject to the terms and conditions set forth in the Letter Agreement.

As of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition, Deutsche Telekom and SoftBank held approximately 43% and 24%, respectively, of the outstanding Common Stock, with the remaining approximately 33% of the outstanding Common Stock held by public stockholders, in each case on a fully diluted basis. Prior to the completion of the Merger Transactions, Deutsche Telekom held approximately 63% of the outstanding Common Stock. The Common Stock continues to trade on the NASDAQ under the ticker symbol "TMUS".

The foregoing description of the Merger Transactions and the SoftBank Disposition does not purport to be complete and is qualified in its entirety by reference to the Business Combination Agreement, which is filed as Exhibit 25 to this Schedule 13D, as amended by Amendments No. 1 and No. 2 to the Business Combination Agreement, which are filed as Exhibits 41 and 44, respectively, to this Schedule 13D, and the Letter Agreement, which is filed as Exhibit 45 to this Schedule 13D.

Amended and Restated Stockholders' Agreement

Pursuant to the Business Combination Agreement, on April 1, 2020, T-Mobile, Deutsche Telekom and SoftBank entered into an amendment and restatement (the "Amended and Restated Stockholders' Agreement") of the Stockholder's Agreement, dated as of April 30, 2013, by and between T-Mobile and Deutsche Telekom.

The Amended and Restated Stockholders' Agreement includes provisions setting forth the rights of Deutsche Telekom and SoftBank to designate individuals to be nominees for election to T-Mobile's board of directors (the "Board") and any committees thereof. Pursuant to the Amended and Restated Stockholders' Agreement, at all times when Deutsche Telekom and SoftBank beneficially own at least 50% of the outstanding Common Stock and any other securities of T-Mobile that are entitled to vote in the election of directors (collectively, "T-Mobile Voting Securities") in the aggregate and any such T-Mobile Voting Security continues to be subject to the Proxy (as defined below), (i) the Board will consist of a total of 14 directors, (ii) each of Deutsche Telekom and SoftBank (except, in the case of SoftBank, if it beneficially owns less than a certain minimum percentage of the outstanding T-Mobile Voting Securities (10% if the condition giving rise to SoftBank's right to the Additional Shares has been satisfied, or 9% if it has not)) has the right to designate a specified number of nominees for election to the Board in accordance with the terms of the Amended and Restated Stockholders' Agreement, subject to certain requirements, including requirements with respect to the "independence" of certain nominees under applicable stock exchange listing standards and rules of the SEC, (iii) the chairperson of the Board will be a Deutsche Telekom designee and (iv) the Board will have certain committees, which committees will be comprised in the manner specified in the Amended and Restated Stockholders' Agreement. The Amended and Restated Stockholders' Agreement further provides that at all times when Deutsche Telekom and SoftBank beneficially own less than 50% of the outstanding T-Mobile Voting Securities in the aggregate or no T-Mobile Voting Security continues to be subject to the Proxy, then, in each case, each of Deutsche Telekom and SoftBank has the right to designate a number of nominees for election to the Board equal to the percentage of T-Mobile Voting Stock that it beneficially owns (provided that such percentage is 10% or more) multiplied by the number of directors on the Board, rounded to the nearest whole number greater than zero.

Based on the percentages of Common Stock beneficially owned by Deutsche Telekom and SoftBank as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition, under the Amended and Restated Stockholders' Agreement, Deutsche Telekom has the right to designate nine individuals to be nominees for election to the Board and SoftBank has the right to designate four individuals to be nominees for election to the Board.

In accordance with the terms of the Business Combination Agreement and the Amended and Restated Stockholders' Agreement, as modified by certain transitional arrangements agreed to between the parties, as of immediately following the BCA Effective Time, the Board consists of a total of 14 directors, including nine directors designated by Deutsche Telekom, three directors designated by SoftBank, and each of John J. Legere (who will not be deemed to be a designee of Deutsche Telekom or of SoftBank for purposes of the Amended and Restated Stockholders' Agreement) and G. Michael Sievert.

In addition, pursuant to the Amended and Restated Stockholders' Agreement and T-Mobile's amended and restated certificate of incorporation, (i) as long as Deutsche Telekom beneficially owns 30% or more of the outstanding T-Mobile Voting Securities, T-Mobile will not take certain actions without Deutsche Telekom's prior written consent, including (a) incurring indebtedness above certain levels based on a specified debt to cash flow ratio, (b) taking any action that would cause a default under any instrument evidencing indebtedness of Deutsche Telekom or its affiliates, (c) acquiring or disposing of assets or entering into mergers or similar acquisitions in excess of $1.0 billion, (d) changing the size of the Board, (e) subject to certain exceptions, issuing equity of 10% or more of the then-outstanding shares of Common Stock, or issuing equity to redeem debt held by Deutsche Telekom, (f) repurchasing or redeeming equity securities or making any extraordinary or in-kind dividend other than on a pro

rata basis, or (g) making certain changes involving the Chief Executive Officer of T-Mobile, and (ii) as long as SoftBank beneficially owns 22.5% or more of the outstanding T-Mobile Voting Securities, T-Mobile will not take certain actions without SoftBank's prior written consent, including (a) acquiring or disposing of assets or entering into mergers or similar acquisitions in excess of $1.0 billion (other than a Sale of the Company (as defined in the Amended and Restated Stockholders' Agreement), for which the prior written consent of SoftBank will not be required, but for which SoftBank has a match right as set forth in the Amended and Restated Stockholders' Agreement) or (b) subject to certain exceptions, issuing equity of 10% or more of the then-outstanding shares of Common Stock. T-Mobile has also agreed not to amend its certificate of incorporation and bylaws in any manner that could adversely affect Deutsche Telekom's or SoftBank's rights under the Amended and Restated Stockholders' Agreement for as long as the applicable stockholder beneficially owns 5% or more of the outstanding T-Mobile Voting Securities.

Pursuant to the Amended and Restated Stockholders' Agreement, Deutsche Telekom, SoftBank and their respective affiliates are generally prohibited from acquiring T-Mobile Voting Securities that would cause their collective beneficial ownership to exceed 80.1% of the outstanding T-Mobile Voting Securities unless such acquiring stockholder makes an offer to acquire all of the then-remaining outstanding shares of Common Stock at the same price and on the same terms and conditions as the proposed acquisition from all other stockholders of T-Mobile, which is either (i) accepted or approved by a majority of the directors on the Board, which majority includes a majority of the directors who are not affiliated with Deutsche Telekom or SoftBank under the terms of the Amended and Restated Stockholders' Agreement (the "Required Approval"), or (ii) accepted or approved by holders (other than Deutsche Telekom, SoftBank and their respective affiliates) of a majority of the shares of Common Stock (other than shares held by Deutsche Telekom, SoftBank and their respective affiliates). Each of Deutsche Telekom and SoftBank is also prohibited from transferring any shares of Common Stock in any transaction that would result in the transferee owning more than 30% of the outstanding shares of Common Stock unless the transfer is approved by the Board (including the Required Approval) or the transferee offers to acquire all of the then outstanding shares of Common Stock at the same price and on the same terms and conditions as the proposed transfer.

So long as SoftBank beneficially owns 22.5% or more of the outstanding T-Mobile Voting Securities, the Amended and Restated Stockholders' Agreement also provides SoftBank with a match right in connection with a possible sale of T-Mobile (whether initiated by T-Mobile or a third party).

The Amended and Restated Stockholders' Agreement sets forth certain additional rights and obligations of each of Deutsche Telekom and SoftBank, including information rights, registration rights and non-competition restrictions.

The foregoing summary of the Amended and Restated Stockholders' Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the Amended and Restated Stockholders' Agreement, which is filed as Exhibit 46 hereto.

Proxy Agreement

Pursuant to the Business Combination Agreement, on April 1, 2020, Deutsche Telekom and SoftBank entered into a Proxy, Lock-up and ROFR Agreement (the "Proxy Agreement"). The Proxy Agreement establishes between Deutsche Telekom and SoftBank certain rights and obligations in respect of the shares of Common Stock owned by each of Deutsche Telekom, SoftBank and certain of their respective affiliates to enable Deutsche Telekom to consolidate T-Mobile into Deutsche Telekom's financial statements following the completion of the Merger Transactions. Pursuant to the Proxy Agreement, at any meeting of the stockholders of T-Mobile, the shares of Common Stock beneficially owned by SoftBank will be voted in the manner directed by Deutsche Telekom (the "Proxy"), which obligation will terminate upon the earliest of: (i) with respect to each such share of Common Stock, the date on which such share is transferred to a third party in accordance with the terms of the Proxy Agreement, subject to certain exceptions, (ii) the date on which Deutsche Telekom owns 55% or more of the outstanding T-Mobile Voting Securities and (iii) the date on which Deutsche Telekom has transferred an aggregate number of shares representing 5% or more of the outstanding Common Stock as of immediately following the BCA Effective Time. The Proxy Agreement also contains certain restrictions on the ability of each of SoftBank and Deutsche Telekom to transfer or acquire shares of Common Stock, including that each of SoftBank and Deutsche

Telekom is not permitted to transfer its shares without the prior written consent of the other stockholder from and after the BCA Effective Time until the fourth anniversary of the BCA Effective Time, subject to certain exceptions, including for transfers of up to 5% of the Common Stock outstanding as of the BCA Effective Time beginning after the first anniversary of the BCA Effective Time and up to an additional 10% of the Common Stock outstanding as of the BCA Effective Time beginning after the second anniversary of the BCA Effective Time. As a result of the Proxy Agreement, T-Mobile continues to be a "controlled company" for purposes of NASDAQ rules, which provides T-Mobile with exemptions from certain corporate governance requirements under NASDAQ rules.

The foregoing description of the Proxy Agreement is not complete and is qualified in its entirety by reference to the Proxy Agreement, which is filed as Exhibit 47 hereto.

Certain Financing Matters

On April 1, 2020, pursuant to the Financing Matters Agreement, dated as of April 29, 2018, by and between Deutsche Telekom and T-Mobile USA, Inc. ("T-Mobile USA"), T-Mobile repaid and terminated, upon closing of the Merger, the credit facilities of T-Mobile USA which were provided by Deutsche Telekom, as well as $2 billion of T-Mobile USA's 5.300% senior notes due 2021 and $2 billion of T-Mobile USA's 6.000% senior notes due 2024. In addition, upon closing of the Merger, the $1.25 billion of T-Mobile USA's 5.125% senior notes due 2025 and $1.25 billion of T-Mobile USA's 5.375% senior notes due 2027 were amended to change the maturity dates thereof to April 15, 2021 and April 15, 2022, respectively.

Item 7. Material to Be Filed as Exhibits

Exhibit No.	Description of Exhibit
46	Amended and Restated Stockholders' Agreement, dated as of April 1, 2020, by and among Deutsche Telekom AG, SoftBank Group Corp. and T-Mobile US, Inc. (incorporated by reference to Exhibit 10.2 to the Issuer's Current Report on Form 8-K filed with the SEC on April 1, 2020)
47	Proxy, Lock-Up and ROFR Agreement, dated as of April 1, 2020, by and between Deutsche Telekom AG and SoftBank Group Corp.

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 2, 2020

Deutsche Telekom AG

By: /s/ Dr. Axel Lützner
Name: Dr. Axel Lützner
Title: Vice President DT Legal

By: /s/ Dr. Ulrich Zwach
Name: Dr. Ulrich Zwach
Title: Vice President DT Legal

T-Mobile Global Zwischenholding GmbH

By: /s/ Dr. Christian Dorenkamp
Name: Dr. Christian Dorenkamp
Title: Managing Director

By: /s/ Roman Zitz
Name: Roman Zitz
Title: Managing Director

T-Mobile Global Holding GmbH

By: /s/ Franco Musone Crispino
Name: Franco Musone Crispino
Title: Managing Director

By: /s/ Dr. Uli Kühbacher
Name: Dr. Uli Kühbacher
Title: Managing Director

Deutsche Telekom Holding B.V.

By: /s/ Dr. Frans Roose
Name: Frans Roose
Title: Managing Director

By: /s/ Ton Zijlstra
Name: Ton Zijlstra
Title: Managing Director

SCHEDULE A-1

Schedule A-1 is amended and restated as follows:

Directors and Executive Officers of T-Mobile Global Holding GmbH

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of T-Mobile Global Holding GmbH. Unless otherwise noted, each of the persons listed below is principally employed by T-Mobile Global Holding GmbH and is a citizen of the Federal Republic of Germany.

Board of Management

Name	Business Address	Present Principal Occupation
Franco Musone Crispino	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	VP Financial Controlling GHS, Deutsche Telekom AG
Michaela Klitsch	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Exec. Program Manager STI Operations, Deutsche Telekom AG
Dr. Uli Kühbacher	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Vice President, DT Legal, Deutsche Telekom AG
Dr. Frank Schmidt	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	VP Public Affairs Municipalities at GPRA, Deutsche Telekom AG

SCHEDULE A-2

Schedule A-2 is amended and restated as follows:

Directors and Executive Officers of T-Mobile Global Zwischenholding GmbH

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of T-Mobile Global Zwischenholding GmbH. Unless otherwise noted, each of the persons listed below is principally employed by T-Mobile Global Zwischenholding GmbH and is a citizen of the Federal Republic of Germany.

Board of Management

Name	Business Address	Present Principal Occupation
Helmut Becker	Innere Kanalstr. 98, Köln, Germany 50672	Senior Vice President General Accounting, Deutsche Telekom Services Europe SE
Dr. Christian Dorenkamp	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Senior Vice President Group Tax, Deutsche Telekom AG
Roman Zitz	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Head of Legal Services International Subsidiaries, Deutsche Telekom AG

SCHEDULE A-3

Directors and Executive Officers of Deutsche Telekom AG

Schedule A-3 is amended and restated as follows:

The following tables I and II set forth the names, business addresses and present principal occupation of each director and executive officer of Deutsche Telekom AG. Unless otherwise noted, each of the persons listed below is principally employed by Deutsche Telekom AG and is a citizen of the Federal Republic of Germany.

I. *Board of Management*

Name	Business Address	Present Principal Occupation
Timotheus Höttges	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairman of the Board
Adel Al-Saleh *†	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for T-Systems
Birgit Bohle	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Human Resources and Labor
Srini Gopalan †	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Europe
Dr. Christian P. Illek	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Finance (CFO)
Thorsten Langheim	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for USA and Group Development
Claudia Nemat	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Board Member for Technology and Innovation
Dr. Dirk Wössner	Landgrabenweg 151, Bonn, Germany 53227	Board Member for Germany

* = citizen of the United States
† = citizen of the United Kingdom

II. *Supervisory Board*

Name	Business Address	Present Principal Occupation
Josef Bednarski	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairman of the Group Works Council Deutsche Telekom AG, Bonn
Rolf Bösinger	Wilhelmstrasse 97, Berlin, Germany 10117	State Secretary, Federal Ministry of Finance, Berlin
Günter Bräunig	Palmengartenstrasse 5-9, Frankfurt am Main, Germany 60325	CEO KfW
Odysseus D. Chatzidis *	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairman of the European Works Council of Deutsche Telekom AG, Bonn
Constantin Greve	Friedrich-Ebert-Allee 140 Bonn, Germany 53113	Chairman of the Works Council of Deutsche Telekom AG, Bonn
Lars Hinrichs	Badestraße 2, Hamburg, Germany 20148	CEO Cinco Capital GmbH, Hamburg
Helga Jung	Hahnenbichlstraße 24 86833 Ettringen	Former Member of the Board of Management of Allianz SE, Munich
Prof. Dr. Michael Kaschke	Carl-Zeiss-Strasse 22, Oberkochen, Germany 73447	Former CEO & President Carl Zeiss AG, Oberkochen
Nicole Koch	Landgrabenweg 147, Bonn, Germany 53227	Chairwoman of the Works Council at Deutsche Telekom Privatkunden-Vertrieb GmbH, Bonn
Dagmar P. Kollmann †	Grinzinger Allee 50, Vienna, Austria 1190	Entrepreneur and member of several supervisory and advisory boards
Petra Steffi Kreusel	Hahnstrasse 43d, Frankfurt am Main, Germany 60528	Senior Vice President, Customer & Public Relations at T-Systems International GmbH, Frankfurt am Main
Harald Krüger	Petuelring 130, München, Germany 80788	Former Chairman of the Management Board of Bayerische Motoren Werke Aktiengesellschaft, Munich
Ulrich Lehner	Henkelstraße 67, Düsseldorf, Germany 40589	Member of the Shareholders' Committee of Henkel AG & Co. KGaA, Düsseldorf; Chairman of the Supervisory Board Deutsche Telekom AG
Frank Sauerland	Paula-Thiede-Ufer 10, Berlin, Germany 10179	Head of Committee, Collective Bargaining Policy, TC /IT National Committee at the ver.di National Executive Board, Berlin; Deputy Chairman of the Supervisory Board Deutsche Telekom AG

Name	Business Address	Present Principal Occupation
Lothar Schröder	Ingelheimer Str. 53 28199 Bremen	Trade Union Secretary and former Member of the ver.di National Executive Board, Berlin
Nicole Seelemann-Wandtke	Kronshagener Weg 105, Kiel, Germany 24116	Deputy Chairwoman of the Works Council of the Consumer unit at Telekom Deutschland GmbH, Bonn
Sibylle Spoo	Paula-Thiede-Ufer 10, Berlin, Germany 10179	Lawyer, Trade Union Secretary at the ver.di Federal Administration, Berlin
Karl-Heinz Streibich	Zimmerweg 15, Frankfurt, Germany 60325	President acatech – Deutsche Akademie der Technikwissenschaften, Berlin
Margret Suckale	Am Rathenaupark 1, Hamburg, Germany 22763	Member of Supervisory Board of Heidelberg Cement AG
Karin Topel	Querstraße 1, Leipzig, Germany 04103	Chairwoman of the Works Council at Deutsche Telekom Technik GmbH, Bonn, Technical Branch Office, Eastern District

* = citizen of Greece

† = citizen of Austria

SCHEDULE A-4

Directors and Executive Officers of Deutsche Telekom Holding B.V.

Schedule A-4 is amended and restated as follows:

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of Deutsche Telekom Holding B.V. Unless otherwise noted, each of the persons listed below is a citizen of the Federal Republic of Germany.

Name	Business Address	Present Principal Occupation
Dr. Raphael Kübler	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director
Frans Roose *	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director
Ton Zijlstra *	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director
Roman Zitz	Stationsplein 8K, 6221 BT Maastricht, the Netherlands	Managing Director

* = citizen of the Netherlands

SCHEDULE B

Certain Information Regarding the Separately Filing Group Members[1]

Separately Filing Group Member	Aggregate Number (Percentage) of Shares Beneficially Owned[2], [3]	Number of Shares Beneficially Owned With[2]			
		Sole Voting Power	Shared Voting Power	Sole Dispositive Power	Shared Dispositive Power
SoftBank Group Corp.	304,606,049 (24.7%)	0	0	304,606,049	0
SoftBank Group Capital Limited	304,606,049 (24.7%)	0	0	304,606,049	0

(1) See the Schedule 13D filed on April 2, 2020 by the Separately Filing Group Members, which includes information regarding each Separately Filing Group Member's jurisdiction of organization, principal business, address of principal office and other information.

(2) The information shown in the table with respect to the number of shares beneficially owned is based on the number of shares of Common Stock beneficially owned by each Separately Filing Group Member on April 1, 2020, as of immediately following the Merger Transactions and after giving effect to the SoftBank Disposition.

(3) The information shown in the table with respect to the percentage of shares beneficially owned is based on the number of shares of Common Stock outstanding on April 1, 2020, as of immediately following the Merger Transactions and after giving effect to the surrender of the SoftBank Disposition.

Exhibit 47

EXECUTION VERSION

PROXY, LOCK-UP AND ROFR AGREEMENT

by and between

DEUTSCHE TELEKOM AG

and

SOFTBANK GROUP CORP.

DATED AS OF APRIL 1, 2020

This PROXY, LOCK-UP AND ROFR AGREEMENT, dated as of April 1, 2020 (this "Agreement"), is made by and between Deutsche Telekom AG, an *Aktiengesellschaft* organized and existing under the laws of the Federal Republic of Germany ("DT"), and SoftBank Group Corp., a Japanese *kabushiki kaisha* ("SoftBank").

W I T N E S S E T H

WHEREAS, on April 29, 2018, T-Mobile US, Inc., a Delaware corporation (the "Company"), Huron Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company ("Merger Company"), Superior Merger Sub Corporation, a Delaware corporation and a wholly owned subsidiary of Merger Company ("Merger Sub"), Sprint Corporation, a Delaware corporation ("Sprint"), Starburst I, Inc., a Delaware corporation, Galaxy Investment Holdings, Inc., a Delaware corporation, and for the limited purposes set forth therein, DT, SoftBank and certain of their respective Affiliates entered into a business combination agreement (as amended, the "Business Combination Agreement"), pursuant to which, among other things, Merger Sub will merge with and into Sprint, with Sprint continuing as the surviving corporation and as a wholly owned Subsidiary of the Company (the "Merger"), upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Merger, the Company, DT and SoftBank entered into an Amended and Restated Stockholders' Agreement, dated as of the date hereof (the "Stockholders' Agreement"), to establish among the Company, DT and SoftBank certain rights and obligations in respect of the shares of common stock, par value $0.00001 per share, of the Company (the "Common Stock") that shall be owned by each of DT, SoftBank and their respective Affiliates following the consummation of the Merger, and related matters concerning each of DT's and SoftBank's relationship with and investment in the Company; and

WHEREAS, in connection with the Merger and to enable, subject to the terms and conditions set forth herein, DT to consolidate the Company into DT's financial statements following the Merger, DT and SoftBank desire to establish between DT and SoftBank certain rights and obligations in respect of the shares of Common Stock that shall be owned by each of DT, SoftBank and their respective Affiliates following the consummation of the Merger, and related matters concerning each of DT's and SoftBank's relationship with and investment in the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions and Related Matters.

   (a) Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

   "Acceptance Notice" shall have the meaning set forth in Section 4(c).

"Affiliate" shall mean, with respect to any Person, a Person that, directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Person; provided that, for purposes of this Agreement, (i) none of DT, the Company or their respective Controlled Affiliates shall be deemed to be an Affiliate of SoftBank or any SoftBank Stockholder, (ii) none of SoftBank, the Company or their respective Controlled Affiliates shall be deemed to be an Affiliate of DT or any DT Stockholder, (iii) no SoftBank Vision Fund Person shall be deemed to be an Affiliate of SoftBank and (iv) no SoftBank Fortress Person shall be deemed to be an Affiliate of SoftBank.

"Agreement" shall have the meaning set forth in the Preamble.

"Appointed Bank" shall have the meaning set forth in Section 4(e).

"Beneficially Own" shall mean, with respect to any securities, (i) having "beneficial ownership" of such securities for purposes of Rule 13d-3 or 13d-5 under the Exchange Act (or any successor statute or regulation), (ii) having the right to become the "beneficial owner" of such securities for purposes of Rule 13d-3 or 13d-5 under the Exchange Act (or any successor statute or regulation) (whether such right is exercisable immediately or only after the passage of time or the occurrence of conditions) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise, or (iii) having an exercise or conversion privilege or a settlement payment or mechanism with respect to any option, warrant, convertible security, stock appreciation right, swap agreement or other security, contract right or derivative position, whether or not currently exercisable, at a price related to the value of the securities for which Beneficial Ownership is being determined or a value determined in whole or part with reference to, or derived in whole or in part from, the value of the securities for which Beneficial Ownership is being determined that increases in value as the value of the securities for which Beneficial Ownership is being determined increases or that provides to the holder an opportunity, directly or indirectly, to profit or share in any profit derived from any increase in the value of the securities for which Beneficial Ownership is being determined (excluding any interests, rights, options or other securities set forth in Rule 16a-1(c)(1)-(5) or (7) promulgated pursuant to the Exchange Act). The parties agree that, for purposes of this Agreement, all Voting Securities held by the SoftBank Stockholder that are subject to the voting agreement and proxy granted to DT pursuant to this Agreement shall be treated as Voting Securities Beneficially Owned by the SoftBank Stockholder and not as Voting Securities Beneficially Owned by the DT Stockholder.

"Board" shall mean, as of any date, the Board of Directors of the Company in office on that date.

"Business Combination Agreement" shall have the meaning set forth in the Recitals.

"Business Day" shall mean any day other than a Saturday, a Sunday, a federal holiday or a day on which banks in the City of New York, Tokyo, Japan or Bonn, Germany are authorized or obligated by Law to close.

"Common Stock" shall have the meaning set forth in the Recitals.

"Company" shall have the meaning set forth in the Recitals.

"Control" shall mean the possession, direct or indirect, of the power to direct, or cause the direction of, the management and policies of a Person, whether through the ownership of voting securities, voting equity, limited liability company interests, general partner interests, or other voting interests, by contract or otherwise.

"Designated Pledge ROFR Transferee" shall have the meaning set forth in Section 5(c).

"Designated Transferee" shall have the meaning set forth in Section 4(c).

"Director" shall mean any member of the Board.

"DT" shall have the meaning set forth in the Preamble.

"DT Stockholder" shall mean collectively DT and any of its Controlled Affiliates that Beneficially Owns any Voting Securities or Shares.

"Effective Time" shall have the meaning set forth in the Business Combination Agreement.

"Encumbrance" shall mean any lien, pledge, charge, claim, encumbrance, hypothecation, security interest, option, lease, license, mortgage, easement or other restriction or third-party right of any kind, including any right of first refusal, tag-along or drag-along rights or restriction on voting, transferring, lending, disposing or assigning, in each case other than pursuant to (i) this Agreement, the Stockholders' Agreement or the Organizational Documents of the Company or (ii) restrictions imposed by applicable securities Laws.

"Excess Shares" shall mean, with respect to any Stockholder as of any time, that number of Shares held by such Stockholder as of such time that is in excess of a number of shares equal to the Required Consolidation Shares as of such time.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Governmental Entity" shall mean any federal, state, local, foreign or supranational government, any court, administrative, regulatory or other governmental agency, commission or authority or any non-governmental self-regulatory agency, commission or authority.

"Independent Bank" shall have the meaning set forth in Section 4(e).

"Laws" shall mean all federal, state, local and foreign laws, statutes and ordinances, common law and all rules, regulations, guidelines, standards, judgments, orders, writs, injunctions, decrees, arbitration awards, agency requirements, licenses and permits of any Governmental Entity.

"Lock-up Period" shall have the meaning set forth in Section 3(a).

"Merger" shall have the meaning set forth in the Recitals.

"Merger Company" shall have the meaning set forth in the Preamble.

"Merger Sub" shall have the meaning set forth in the Preamble.

"Obligation" shall have the meaning set forth in Section 3(b)(iii).

"Offer Notice" shall have the meaning set forth in Section 4(b).

"Offer Terms" shall have the meaning set forth in Section 4(b).

"Offeree Stockholder" shall have the meaning set forth in Section 4(b).

"Open Market Transfer" shall mean (a) a sale of shares on a national securities exchange (including through a broker dealer) pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144 promulgated thereunder, or (b) a sale of shares to a nationally recognized bank pursuant to a block trade, following which the bank intends to sell such shares on a national securities exchange.

"Open Market Transfer Price" shall mean (i) the VWAP for each of the ten consecutive trading days ending immediately preceding the date of the applicable Acceptance Notice less (ii) the per-share amount of all underwriting discounts and fees, if any, payable by the Proposed Transferee in the proposed Open Market Transfer.

"Organizational Documents" shall mean, with respect to any Person, such Person's articles or certificate of association, incorporation, formation or organization, bylaws, limited liability company agreement, partnership agreement or other similar constituent document or documents, each in its currently effective form as amended from time to time.

"Person" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

"Planned Purchase Date" shall have the meaning set forth in Section 4(c).

"Pledge" and its corollary terms, including "Pledged", shall mean any pledge or loan of Shares to, or other hedging or derivative transaction involving Shares entered into with, one or more internationally recognized financial institutions or brokerage firms pursuant to one or more *bona fide* hedging or financing transactions in which the Stockholder entering into such arrangement retains voting power over all such Shares prior to any foreclosure.

"Pledge Counterparty" shall have the meaning set forth in Section 5(b).

"Pledge ROFR Acceptance Notice" shall have the meaning set forth in Section 5(c).

"Pledge ROFR Foreclosure Period" shall have the meaning set forth in Section 5(b).

"Pledge ROFR Notice" shall have the meaning set forth in Section 5(b).

"Pledge ROFR Offeree Stockholder" shall have the meaning set forth in Section 5(b).

"Pledge ROFR Price" shall have the meaning set forth in Section 5(b).

"Pledge ROFR Purchase Date" shall have the meaning set forth in Section 5(c).

"Pledge ROFR Shares" shall have the meaning set forth in Section 5(b).

"Proposed Transferee" shall have the meaning set forth in Section 4(b).

"Proxy" shall have the meaning set forth in Section 2(b).

"Proxy Fall Away Date" shall have the meaning set forth in Section 2(d).

"Required Consolidation Shares" shall mean, as of any time, a number of shares of Common Stock equal to (i) 51% *minus* the Voting Percentage of the DT Stockholder as of immediately following the Effective Time, *multiplied by* (ii) the number of shares of Common Stock outstanding immediately following the Effective Time on a fully diluted basis (as adjusted (A) to reflect any change in the number of outstanding shares as the result of a stock dividend or any increase or decrease in the number of outstanding shares resulting from a stock split or reverse stock split and (B) upon satisfaction of the Additional Shares Issuance Condition (as defined in that certain letter agreement, dated as of February 20, 2020, by and among DT, SoftBank and the Company (the "Letter Agreement, to increase such number of shares of Common Stock by an amount of shares equal to the difference between (X) such number as calculated giving effect to the surrender of the SoftBank Specified Shares Amount and the issuance of the Softbank True-Up Shares actually issued to SoftBank and/or its applicable affiliate(s) under the Letter Agreement (i.e., taking into account any shares withheld by the Company under the Letter Agreement) and (Y) such number as calculated giving effect only to the surrender of the SoftBank Specified Shares Amount (in each case, as defined in the Letter Agreement)); *provided* that, if after the Effective Time, the Voting Percentage of the DT Stockholder shall increase for any reason (including as a result of a share repurchase by the Company or as a result of the purchase of additional Shares by the DT Stockholder), then the Required Consolidation Shares shall be recalculated so that it shall be equal to a number of shares of Common Stock equal to (i) 51% *minus* the Voting Percentage of the DT Stockholder as of such time, *multiplied by* (ii) the number of shares of Common Stock outstanding as of such time on a fully diluted basis (it being understood that, after the Effective Time, and except as provided in the foregoing clauses (A) and (B), the number of Required Consolidation Shares may only stay the same or decrease, but not increase, at any time after the Effective Time); *provided* that upon the Proxy Fall Away Date, "Required Consolidation Shares" shall mean zero (0) shares of Common Stock.

"ROFR Fall Away Date" shall have the meaning set forth in Section 4(a).

"ROFR Shares" shall have the meaning set forth in Section 4(b).

"Shares" shall mean: (i) with respect to the DT Stockholder, the Voting Securities Beneficially Owned by DT or any of its Controlled Affiliates as of immediately after the Effective Time, together with all other Voting Securities over which DT or any of its Controlled Affiliates acquires Beneficial Ownership after the Effective Time and together with all other securities issued in respect of such Voting Securities or into which such Voting Securities may be converted or exchanged in connection with stock dividends or distributions, combinations or any similar recapitalizations after the Effective Time (provided that, in the event that the DT Stockholder shall have Transferred any such Voting Security or other security to a Person that is neither DT nor a Controlled Affiliate of DT in accordance with this Agreement, then such Voting Security or other security shall cease to be a Share of the DT Stockholder after such Transfer unless DT or any of its Controlled Affiliates thereafter reacquires Beneficial Ownership of such Voting Security or other security); and (ii) with respect to the SoftBank Stockholder, the Voting Securities Beneficially Owned by SoftBank or any of its Controlled Affiliates as of immediately after the Effective Time, together with all other Voting Securities over which SoftBank or any of its Controlled Affiliates acquires Beneficial Ownership after the Effective Time and together with all other securities issued in respect of such Voting Securities or into which such Voting Securities may be converted or exchanged in connection with stock dividends or distributions, combinations or any similar recapitalizations after the Effective Time (provided that, in the event that the SoftBank Stockholder shall have Transferred any such Voting Security or other security to a Person that is neither SoftBank nor a Controlled Affiliate of SoftBank in accordance with this Agreement, then such Voting Security or other security shall cease to be a Share of the SoftBank Stockholder after such Transfer unless SoftBank or any of its Controlled Affiliates thereafter reacquires Beneficial Ownership of such Voting Security or other security).

"SoftBank" shall have the meaning set forth in the Preamble.

"SoftBank Fortress Person" shall mean Fortress Investment Group LLC and any Person Controlled by Fortress Investment Group LLC, in each case so long as no such person is Controlled by SoftBank (it being understood that no such person is currently Controlled by SoftBank) and so long as no officer, employee or director of SoftBank or any of its Controlled Affiliates shall participate in the investment decisions of such person.

"SoftBank Vision Fund Person" shall mean SoftBank Vision Fund L.P., any Person Controlled by SoftBank Vision Fund L.P., and (A) any alternative investment vehicle or similar entity established on or prior to the date of the Business Combination Agreement in relation to SoftBank Vision Fund L.P., or (B) any successor fund to SoftBank Vision Fund L.P., that is, in each case (A) or (B), managed by SB Investment Advisors (UK) Limited or SB Investment Advisors (US) Inc.

"SoftBank Stockholder" shall mean collectively SoftBank and any of its Controlled Affiliates that Beneficially Owns any Voting Securities or Shares.

"Sprint" shall have the meaning set forth in the Recitals.

"Stockholder" shall mean the DT Stockholder or the SoftBank Stockholder.

"Stockholders' Agreement" shall have the meaning set forth in the Recitals.

"Subsidiary" shall mean, with respect to any Person, any entity, whether incorporated or unincorporated, of which (i) voting power to elect a majority of the board of directors, management committee or others performing similar functions with respect to such other Person is held by the first mentioned Person and/or by any one or more of its Subsidiaries, (ii) a general partnership interest is held by such first mentioned Person and/or by any one or more of its Subsidiaries (excluding partnerships where such first mentioned Person (A) does not Beneficially Own a majority of the general partnership interests or voting interests and (B) does not otherwise Control such entity, directly or indirectly, by contract, arrangement or otherwise), or (iii) at least 50% of the equity interests of such other Person is, directly or indirectly, owned or Controlled by such first mentioned Person and/or by any one or more of its Subsidiaries.

"Third Party" shall mean any Person other than DT, SoftBank, the Company or their respective Affiliates.

"Transfer" shall mean, with respect to any security (including any Voting Security or Share), any direct or indirect sale, transfer, assignment, pledge, hypothecation, mortgage, license, gift, creation of a security interest in or lien on, placement in trust (voting or otherwise), encumbrance or other disposition of such security to any Person, including those by way of any spin-off (such as through a dividend), hedging or derivative transactions, sale, transfer or assignment of a majority of the equity interest in, or sale, transfer or assignment of Control of, any Person holding such security, or otherwise; provided, however, that any direct or indirect sale, transfer, assignment, pledge, hypothecation, mortgage, license, gift, creation of a security interest in or lien on, placement in trust (voting or otherwise), encumbrance or other disposition of any security issued by DT or SoftBank, including by tender or exchange offer, merger, amalgamation, plan of arrangement or consolidation or any similar transaction, shall not be deemed to be a Transfer of any security (including any Voting Security or Share) by any Stockholder. The term "Transferee" shall have the correlative meaning.

"Transferring Stockholder" shall have the meaning set forth in Section 4(b).

"Valuation Process Notice" shall have the meaning set forth in Section 4(e).

"Votes" shall mean the number of votes entitled to be cast generally in the election of Directors.

"Voting Percentage" of a Stockholder shall mean, as of any time, the ratio, expressed as a percentage, of (i) the aggregate number of Votes entitled to be cast in respect of the Voting Securities Beneficially Owned by such Stockholder to (ii) the aggregate number of Votes entitled to be cast by all holders of the then-outstanding Voting Securities. The parties agree that, for purposes of the calculation of each Stockholder's respective Voting Percentage, all Voting Securities held by the SoftBank Stockholder that are subject to the Proxy shall be treated as Voting Securities Beneficially Owned by the SoftBank Stockholder and not as Voting Securities Beneficially Owned by the DT Stockholder.

"Voting Securities" shall mean, together, (i) the Common Stock and (ii) any class of capital stock or other securities of the Company other than the Common Stock that is entitled to vote generally in the election of Directors.

"VWAP" shall mean the average of the volume-weighted average prices per share of the Common Stock on the U.S. national securities exchange on which the Common Stock is then listed (as reported by Bloomberg L.P. or, if not reported therein, in another authoritative source mutually selected by DT and SoftBank).

(b) Other Definitional Provisions. Unless the express context otherwise requires: (i) the words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) the words "date hereof", when used in this Agreement, shall refer to the date set forth in the Preamble; (iii) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa; (iv) the terms defined in the present tense have a comparable meaning when used in the past tense, and vice versa; (v) references herein to "Dollars" and "$" are to United States Dollars; (vi) any references herein to a specific Section, Schedule, Annex or Exhibit shall refer, respectively, to Sections, Schedules, Annexes or Exhibits of this Agreement; (vii) wherever the word "include", "includes", or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation"; (viii) references herein to any gender includes each other gender; and (ix) the word "or" shall not be exclusive.

2. Voting Agreement and Proxy.

(a) Voting Agreement.

(i) The SoftBank Stockholder hereby agrees that from and after the Effective Time, at any meeting (whether annual or special and whether or not adjourned or postponed) of the holders of Voting Securities, however called, or in connection with any written consent of the holders of Voting Securities, the SoftBank Stockholder shall (A) vote or not vote (or cause to be voted or not voted) or deliver or not deliver a consent (or cause a consent to be delivered or not delivered) with respect to all of its Shares (including, for the avoidance of doubt, any Shares with respect to which the SoftBank Stockholder has become a Beneficial Owner after the date hereof) to the fullest extent that such Shares are entitled to be voted or to consent at the time of any vote or action by written consent, with respect to each proposal, action or other matter, as directed (whether for, against, abstain, withhold, consent, do not consent or otherwise) by DT by written notice to SoftBank prior to the date of such meeting or the deadline for such consent, as applicable, or, if DT does not deliver any such notice, in the same manner (whether for, against, abstain, withhold, consent, do not consent or otherwise) as DT shall vote or not vote (or cause to be voted or not voted) or deliver or not deliver a consent (or cause a consent to be delivered or not delivered) with respect to such proposal, action or other matter, and (B) take (or cause to be taken) all steps necessary or appropriate to ensure that all of its Shares (including, for the avoidance of doubt, any Shares with respect to which the SoftBank Stockholder has become a Beneficial Owner after the date hereof) are counted as present for quorum purposes (if applicable) and for purposes of recording the results of the vote or consent.

(ii) So long as SoftBank has the right under Section 3.1 of the Stockholders' Agreement to designate any Stockholder Designee (as defined in the Stockholders' Agreement) to be a nominee for election to the Board, the DT Stockholder acknowledges and agrees that from and after the Effective Time, at any meeting (whether annual or special and whether or not adjourned or postponed) of the holders of Voting Securities, however called, or in connection with any written consent of the holders of Voting Securities, the DT Stockholder shall (A) vote (or cause to be voted) or deliver a consent (or cause a consent to be delivered) with respect to all of its Shares (including, for the avoidance of doubt, any Voting Securities with respect to which the DT Stockholder has become a Beneficial Owner after the date hereof) and any Shares that are subject to the Proxy to the fullest extent that such Shares are entitled to be voted or to consent at the time of any vote or action by written consent, with respect to any election of directors, in favor of (1) the election of all SoftBank Designees (as defined in the Stockholders' Agreement) to the extent that the selection of such SoftBank Designees is consistent with the requirement set forth in Section 3.1 of the Stockholders' Agreement, and (2) removal (with or without cause) from office of any SoftBank Designee serving as a Director, upon the written request of the SoftBank Stockholder, and (B) take (or cause to be taken) all steps necessary or appropriate to ensure that all of its Shares (including, for the avoidance of doubt, any Voting Securities with respect to which the DT Stockholder has become a Beneficial Owner after the date hereof), and any Shares that are subject to the Proxy, are counted as present for quorum purposes (if applicable) and for purposes of recording the results of the vote or consent for such election of directors.

(b) Proxy. By entering into this Agreement, the SoftBank Stockholder hereby irrevocably constitutes and appoints DT or any designee of DT, and any officer(s) or director(s) thereof designated as proxy or proxies by DT or its designee, as its attorney-in-fact and proxy in accordance with the Delaware General Corporation Law (with full power of substitution and resubstitution), for and in the name, place and stead of the SoftBank Stockholder (including any Controlled Affiliate of SoftBank that becomes a SoftBank Stockholder on or after the date hereof), to vote, or express consent or dissent with respect to (or otherwise to utilize, subject to, and in the manner provided in, Section 2(a)(i), the voting power of) all of its Shares at any meeting (whether annual or special and whether or not adjourned or postponed) of the holders of Voting Securities, however called, or in connection with any written consent of the holders of Voting Securities, which will be deemed, for all purposes of this Agreement, to include the right to execute and deliver a written consent in respect of such Shares from time to time. The proxy granted pursuant to this Section 2(b) (the "Proxy") is valid, coupled with an interest and, except as otherwise expressly set forth in this Agreement, irrevocable. On and after the date hereof, the SoftBank Stockholder (including any Controlled Affiliate of SoftBank that becomes a SoftBank Stockholder on or after the date hereof) shall take (or cause to be taken) all actions, including executing all documents or instruments, necessary or appropriate in connection with, or to implement, and to effectuate the intent of, the proxy and power of attorney granted under this Section 2(b). The SoftBank Stockholder (i) hereby represents and warrants (and any Controlled Affiliate of SoftBank that becomes a SoftBank Stockholder on or after the date hereof shall represent and warrant upon becoming the Beneficial Owner of such Shares) that any and all other proxies heretofore given in respect of its Shares are revocable, and that such other proxies

either have been revoked prior to the date hereof (or the date such Controlled Affiliate of SoftBank becomes the Beneficial Owner of such Shares, as applicable) or are hereby revoked, and (ii) agrees and covenants that no other proxy shall be given in respect of its Shares on or after the date hereof. Any attempt by the SoftBank Stockholder to vote, or express consent or dissent with respect to (or otherwise to utilize the voting power of), its Shares in contravention of Section 2(a)(i) or the Proxy shall be null and void *ab initio*.

(c) Successors and Assigns; Transferees. With respect to any Share of the SoftBank Stockholder, until the obligations and Proxy with respect to such Share shall have terminated pursuant to Section 2(d), the Proxy over such Share as described in Section 2(b) shall apply to such Share, and the obligation to vote such Share in accordance with Section 2(a) shall apply to any Controlled Affiliate of SoftBank that has acquired Beneficial Ownership of such Share, including (i) any Transferee pursuant to Section 3(a) and (ii) any successor to the SoftBank Stockholder by merger, consolidation, other business combination or otherwise, and no such Transfer of a Share shall be valid unless the Transferee expressly agrees to vote such Share and to grant a Proxy over such Share in accordance with the terms of this Section 2 as if such Transferee were a SoftBank Stockholder.

(d) Fall Away. With respect to any Share of the SoftBank Stockholder or the DT Stockholder, as applicable, the obligation to vote such Share in accordance with Section 2(a) and the Proxy over such Share as described in Section 2(b) shall terminate only upon the earliest of the following: (i) the date on which this Agreement is terminated pursuant to its terms, (ii) the date on which such Share is Transferred (other than a Transfer that is a Pledge) to a Third Party in accordance with this Agreement (including Section 4) (A) following the expiration of the Lock-up Period or (B) pursuant to Section 3(a)(iii), Section 3(a)(iv), Section 3(a)(v), Section 3(a)(vi) or Section 3(a)(vii), (iii) in the case of a Pledged Excess Share, the date on which such Pledged Excess Share is Transferred to a Third Party pursuant to a foreclosure in accordance with this Agreement (including Section 5), (iv) the date on which the DT Stockholder's Voting Percentage equals or exceeds 55% and (v) the date on which the DT Stockholder shall have Transferred (excluding any Transfer that is permitted pursuant to Section 3(a)(i) or any Transfer that is a Pledge) an aggregate number of shares representing 5% or more of the outstanding Common Stock as of immediately following the Effective Time (calculated on a fully diluted basis as of the Effective Time and as adjusted to reflect any change in the number of outstanding shares as the result of a stock dividend or any increase or decrease in the number of outstanding shares resulting from a stock split or reverse stock split) (such earlier date in clause (iv) or (v), the "Proxy Fall Away Date").

3. Restrictions on Transfers of Shares.

(a) Generally. From and after the Effective Time until the earliest to occur of (1) the date on which this Agreement is terminated in accordance with its terms, (2) the Proxy Fall Away Date and (3) the fourth anniversary of the Effective Time (the "Lock-up Period"), no Stockholder shall Transfer any of its Shares (including permitting there to be any Encumbrance on any of its Shares) without the prior written consent of the other Stockholder, except for:

(i) a Transfer of Shares to a Controlled Affiliate of the Stockholder (it being understood that no SoftBank Vision Fund Person or SoftBank Fortress Person shall

be deemed to be a Controlled Affiliate of any SoftBank Stockholder); provided that, with respect to any such Transfer of any Shares of the SoftBank Stockholder, as a condition to such Transfer, the Transferee shall agree to vote such Shares and to grant a Proxy over such Shares in accordance with the terms of Section 2 as if such Transferee were a SoftBank Stockholder;

(ii) a Pledge of Shares in accordance with Section 3(b) or a Transfer of Pledged Shares pursuant to a foreclosure of such Pledged Shares in accordance with Section 3(b) and Section 5;

(iii) a Transfer of Shares of the DT Stockholder to the SoftBank Stockholder, or a Transfer of Shares of the SoftBank Stockholder to the DT Stockholder;

(iv) a Transfer pursuant to a tender offer or exchange offer for any Shares, or merger or consolidation involving the Company, in each case, that has been approved and recommended by the Board;

(v) one or more Transfers of Excess Shares of the SoftBank Stockholder or the DT Stockholder following the first anniversary of the Effective Time and prior to the second anniversary of the Effective Time totaling no more than 5% of the shares of Common Stock outstanding as of the Effective Time (calculated on a fully diluted basis as of the Effective Time and as adjusted to reflect any change in the number of outstanding shares as the result of a stock dividend or any increase or decrease in the number of outstanding shares resulting from a stock split or reverse stock split) (it being understood that all of such Transfers shall be subject to Section 4);

(vi) one or more Transfers of Excess Shares of the SoftBank Stockholder or the DT Stockholder following the second anniversary of the Effective Time totaling no more than the sum of (A) 10% of the shares of Common Stock outstanding as of the Effective Time (calculated on a fully diluted basis as of the Effective Time and as adjusted to reflect any change in the number of outstanding shares as the result of a stock dividend or any increase or decrease in the number of outstanding shares resulting from a stock split or reverse stock split) and (B) that number of shares, if any, which such Stockholder was permitted to Transfer pursuant to Section 3(a)(v) but did not so Transfer (it being understood that all of such Transfers shall be subject to Section 4);

(vii) one or more Transfers of any Excess Shares of the SoftBank Stockholder or the DT Stockholder following the third anniversary of the Effective Time (it being understood that all of such Transfers shall be subject to Section 4).

(b) Pledges.

(i) Subject to the terms and conditions set forth in the remainder of this Section 3(b), each of the SoftBank Stockholder and the DT Stockholder may Pledge any of its Shares.

(ii) The aggregate amount of all obligations (collectively, the "Obligations") which are secured by any Shares subject to a Pledge shall not exceed 50% of the aggregate fair market value of such Shares that are subject to such Pledge, subject to any cure mechanism in the Pledge documents.

(iii) As a condition to any Pledge of a Share, such Share shall continue to be subject to the Proxy in accordance with the terms of Section 2 and may not be Transferred in connection with any foreclosure, except in accordance with Section 5; provided that: (A) if such Share is an Excess Share and is Transferred as a result of a foreclosure in accordance with Section 5, such Share shall cease to be subject to any restrictions set forth in this Agreement, including the Proxy; (B) if such Share is a Required Consolidation Share and is Transferred on or prior to the fourth anniversary of the Effective Time as a result of a foreclosure, such Required Consolidation Share shall continue to remain subject to the Proxy and subject to Section 2, 3, 4 and 5 in accordance with the terms of such Sections; and (C) if such Share is a Required Consolidation Share and is Transferred following the fourth anniversary of the Effective Time as a result of a foreclosure, such Share shall continue to remain subject to the Proxy and subject to Section 2, 3(b), 4 and 5 in accordance with the terms of such Sections, but shall cease to be subject to Section 3(a), following any Transfer of such Share as a result of any foreclosure. A Stockholder that Pledges a Share to secure any Obligation must provide a written agreement from the secured party to whom such Share has been Pledged acknowledging and agreeing to be bound by such conditions, including, in the case of a Required Consolidation Share, acknowledging and agreeing that any person that obtains a Required Consolidation Share as a result of a foreclosure of such Pledge on or prior to the fourth anniversary of the Effective Time shall be subject to the Proxy and the obligations set forth in Sections 2, 3, 4 and 5 as if such person were a SoftBank Stockholder under this Agreement, and any person that obtains a Required Consolidation Share as a result of a foreclosure of such Pledge after the fourth anniversary of the Effective Time shall be subject to the Proxy and the obligations set forth in Sections 2, 3(b), 4 and 5 as if such person were a SoftBank Stockholder under this Agreement.

(iv) A Stockholder must provide at least 10 days' written notice to the other Stockholder prior to each Pledge of any of the first Stockholder's Shares. Such notice shall set forth the terms and conditions of such Pledge (including a copy of the agreements setting forth such terms and conditions), the Obligations and the name(s) and address(es) of all Persons to whom such Shares are Pledged, and shall certify that the Pledge complies with the terms and conditions set forth in this Agreement.

(v) A Stockholder that has Pledged any Shares shall provide prompt written notice to the other Stockholder of any default of any Obligation.

(c) Void Transfers. Any Transfer (including Pledge) of a Share not effected in accordance with this Section 3 shall be null and void *ab initio*.

4. General Right of First Refusal.

(a) Applicability. Until the earliest to occur of (i) the Proxy Fall Away Date and (ii) such time as either the SoftBank Stockholder or the DT Stockholder no longer

Beneficially Owns at least 5% of the Voting Securities outstanding as of the Effective Time (such earlier date, the "ROFR Fall Away Date"), neither Stockholder shall Transfer any of its Shares, whether such Transfer occurs during or after the Lock-up Period, unless such Stockholder shall have first complied with Section 4.2 of the Stockholders' Agreement and this Section 4 with respect to such Transfer of Shares; provided that this Section 4 shall not apply to (i) any Transfer described in Section 3(a)(i), 3(a)(iii) or 3(a)(iv), (ii) any Pledge of a Share or any Transfer in connection with a foreclosure of a Pledged Share (it being understood that any Transfer in connection with a foreclosure of a Pledged Share shall be subject to Section 5), or (iii) any Transfer pursuant to a Sale of the Company (as defined in the Stockholders' Agreement).

(b) Transfer Notice. Any Transfer of Shares subject to Section 4(a) (the "ROFR Shares") by a Stockholder (the "Transferring Stockholder") to any Person or Persons (the "Proposed Transferee(s)") shall not occur and shall be null and void *ab initio* unless, prior to the consummation of such Transfer, the Transferring Stockholder shall, at least 20 Business Days prior to the date that such Transfer is to be consummated, deliver a written notice (the "Offer Notice") to the other Stockholder (the "Offeree Stockholder") (i) setting forth (A) the number and type of Shares proposed to be Transferred by the Transferring Stockholder, (B) whether the proposed Transfer is an Open Market Transfer or not an Open Market Transfer, and (C) if the proposed Transfer is not an Open Market Transfer, the name(s) and address(es) of the Proposed Transferee(s), the per Share purchase price, the form of consideration and the terms and conditions of payment offered by the Proposed Transferee(s), and any other material terms and conditions of the proposed Transfer (including a description of any non-cash consideration in sufficient detail to permit a valuation thereof) (collectively, the "Offer Terms"), (ii) in the case of a proposed Transfer that is not an Open Market Transfer, including a written certification that (A) the Offer Terms represent a *bona fide* proposal for the Transfer of the Shares to the Proposed Transferee(s) as set forth in the Offer Notice and (B) the Transferring Stockholder believes in good faith that a binding agreement for the Transfer could be obtainable on the terms set forth in the Offer Notice and (iii) including, if the proposed Transfer is an Open Market Transfer, a good-faith written estimate of the per-share amount of any applicable underwriting discounts and fees, if any, payable by the Proposed Transferee in the proposed Open Market Transfer, and if the proposed Transfer is not an Open Market Transfer, a copy of any written proposal, term sheet or letter of intent or other agreement relating to the proposed Transfer.

(c) Option of the Offeree Stockholder. The Offer Notice shall constitute, for a period of 20 Business Days after the delivery of the Offer Notice, a binding, irrevocable and exclusive offer to sell to the Offeree Stockholder (or any Controlled Affiliate of the Offeree Stockholder designated by the Offeree Stockholder or as part of a "group" including the Offeree Stockholder as contemplated by Section 13d-5(b) of the Exchange Act) (the "Designated Transferee") any or all of the ROFR Shares (i) in the case of a proposed Transfer that is not an Open Market Transfer, on the Offer Terms (at the price per Share set forth therein); provided that if the Offer Terms provide for payment of any non-cash consideration, the Offeree Stockholder may elect to pay the purchase price in respect of such non-cash consideration in cash in an amount that is equal to the fair market value of such non-cash consideration described in the Offer Terms, as determined in good faith and mutually agreed by the Transferring Stockholder and the Offeree Stockholder (provided that, if the Transferring Stockholder and the Offeree Stockholder shall be unable to so mutually agree within 10 Business Days of the

delivery of the Offer Notice, then either party may commence the valuation process described in Section 4(e) and the periods set forth in this Section 4(c) shall be tolled for, and such periods (or the remaining portion thereof) shall recommence only upon a final and binding determination of fair market value pursuant to, such valuation process); and (ii) in the case of a proposed Transfer that is an Open Market Transfer, at the Open Market Transfer Price; provided that, in each of clauses (i) and (ii), during such 20-Business-Day period, the Transferring Stockholder may not effect the proposed Transfer to the Proposed Transferee(s) or pursuant to any Open Market Transfer, as applicable (unless prior to the expiration thereof, the Offeree Stockholder provides written notice to the Transferring Stockholder that it is not electing to purchase the ROFR Shares). To accept such offer, an Offeree Stockholder shall deliver written notice (the "Acceptance Notice") to the Transferring Stockholder on or prior to the end of such 20-Business-Day period setting forth (A) its binding acceptance of such offer, (B) the identity of the Designated Transferee, (C) the planned date for purchase of the ROFR Shares, which shall be a reasonable date within 120 days from the date of the Purchase Offer (the "Planned Purchase Date") and (D) the number of ROFR Shares to be purchased, whereupon the Transferring Stockholder will be obligated to sell, and the Offeree Stockholder will be obligated to purchase, the ROFR Shares in accordance with the Offer Terms or Open Market Transfer Price, as applicable, or such other terms and conditions as may be agreed between the Transferring Stockholder and the Offeree Stockholder. The closing of such purchase and sale shall occur on the Planned Purchase Date or at such time and place as the Transferring Stockholder and the Offeree Stockholder may agree, pursuant to an agreement containing reasonable and customary representations and warranties and other terms and conditions.

(d) Ability to Sell of the Transferring Stockholder. If (i) the Offeree Stockholder does not deliver an Acceptance Notice on or prior to the end of the 20-Business-Day period set forth in Section 4(c), (ii) the Offeree Stockholder or the Designated Transferee, as the case may be, has not paid the full Transfer price for the ROFR Shares on such terms and conditions as may be agreed between the Transferring Stockholder and the Offeree Stockholder or, in the absence of such agreement, in accordance with the Offer Terms or the Open Market Transfer Price, as applicable, or (iii) the Acceptance Notice is not for all the ROFR Shares, the Transferring Stockholder may, during the 120-day period immediately following the earlier of the end of such 20-Business-Day period and the delivery of the Acceptance Notice, Transfer the ROFR Shares (or the remaining ROFR Shares, in the event the Acceptance Notice is not for all the ROFR Shares) (A) if the proposed Transfer is an Open Market Transfer, pursuant to an Open Market Transfer, and (B) if the proposed Transfer is not an Open Market Transfer, to the Proposed Transferee(s) for no less than the per Share purchase price and the form of consideration, and on substantially similar terms and conditions of payment set forth in the Offer Terms, and otherwise on terms and conditions no more favorable to the Proposed Transferee(s) than the Offer Terms; provided that, if the Transferring Stockholder does not consummate the Transfer of the ROFR Shares in accordance with the foregoing within such 120-day period, any attempt to Transfer such ROFR Shares shall again be subject to the provisions of this Section 4.

(e) Valuation Process for Non-Cash Consideration. If any Offer Terms provide for payment of any non-cash consideration, then the Transferring Stockholder and the Offeree Stockholder shall negotiate in good faith to determine the fair market value of such non-cash consideration. If they are unable to agree on such fair market value within 10 Business Days of the delivery of the Offer Notice, then either the Transferring Stockholder or the Offeree

Stockholder may commence the valuation process described in this Section 4(e) by providing written notice to the other party (such notice, a "Valuation Process Notice"). In the event a Valuation Process Notice is delivered, then within 10 Business Days of the delivery of the Valuation Process Notice, each of the Transferring Stockholder and the Offeree Stockholder shall appoint an internationally recognized investment banking firm (an "Appointed Bank"). Each of the Transferring Stockholder and the Offeree Stockholder shall instruct its Appointed Bank to determine, by no later than 20 Business Days after being appointed, its best estimate of the fair market value of the non-cash consideration, based on the customary methodologies that such Appointed Bank in its professional experience deem relevant to such a determination. On the 45th Business Day following delivery of the Valuation Process Notice or such earlier date as mutually agreed between the Transferring Stockholder and the Offeree Stockholder, each Appointed Bank shall present to the other party and its Appointed Bank its determination of the fair market value of such non-cash consideration. In the event the fair market values determined by the two Appointed Banks are within 10% of one another (determined by reference to the higher of the two), the fair market value shall be the average of those two estimates and such determination of the fair market value of the non-cash consideration shall be final and binding on the Transferring Stockholder and the Offeree Stockholder. In the event the fair market values determined by the two Appointed Banks are not within 10% of one another (determined by reference to the higher of the two), the Appointed Banks shall mutually select a third internationally recognized investment banking firm (the "Independent Bank") to determine, by no later than 20 Business Days after being appointed, its best estimate of the fair market value of the non-cash consideration, based on the customary methodologies that such Independent Bank in its professional experience deem relevant to such a determination. The fair market value of the non-cash consideration shall then be determined by the Independent Bank, and such resulting determination shall be final and binding on the Transferring Stockholder and the Offeree Stockholder.

5. Right of First Refusal upon Foreclosure of Pledged Shares.

(a) Applicability. Until the ROFR Fall Away Date, neither Stockholder shall permit any Person to Transfer Pledged Shares in connection with any foreclosure without first complying with the procedures set forth in this Section 5, and neither Stockholder shall enter into any agreement or arrangement relating to a Pledge that is inconsistent with or would have the effect of circumventing the process and requirements set forth in this Section 5.

(b) Pledge ROFR Notice. In the event that a financial institution, brokerage firm or other Person that is the creditor in respect of any Obligation (such Person, including any agent, trustee or other Person acting in a similar capacity on behalf of such creditor, being a "Pledge Counterparty") delivers a notice of event of default or a similar event or consequence pursuant to any agreement or arrangement relating to an Obligation secured by a Pledge of Shares, it shall concurrently deliver a written notice (the "Pledge ROFR Notice") to the other Stockholder (the "Pledge ROFR Offeree Stockholder"), which notice shall include a copy of the notice delivered to the first Stockholder and shall set forth (i) the number of Pledged Shares securing the Obligation that is in default or subject to a similar event or consequence (the "Pledge ROFR Shares"), (ii) the number of Pledge ROFR Shares that are Pledged Required Consolidation Shares or Pledged Excess Shares, (iii) the VWAP for the ten consecutive trading days immediately preceding the date of the Pledge ROFR Notice (the "Pledge ROFR Price"),

(iv) the cure period applicable to such default, event or consequence and the earliest date and time following such cure period on which the Pledge Counterparty may foreclose on the Pledge ROFR Shares (together, the "Pledge ROFR Foreclosure Period"), which Pledge ROFR Foreclosure Period shall be no less than 2 Business Days, subject to notice, cure and information rights set forth in the agreements for such Pledged Shares, and (v) all other material terms and conditions related to the right of first refusal described in this Section 5.

(c) Option of the Pledge ROFR Offeree Stockholder. The Pledge ROFR Notice shall constitute, during the Pledge ROFR Foreclosure Period, a binding, irrevocable and exclusive offer to sell to the Pledge ROFR Offeree Stockholder (or any Controlled Affiliate of the Pledge ROFR Offeree Stockholder designated by the Pledge ROFR Offeree Stockholder or as part of a "group" including the Pledge ROFR Offeree Stockholder as contemplated by Section 13d-5(b) of the Exchange Act) (the "Designated Pledge ROFR Transferee") any or all of the Pledge ROFR Shares on the terms and at the Pledge ROFR Price set forth in the Pledge ROFR Notice; provided that during the Pledge ROFR Foreclosure Period, the Pledge Counterparty may not effect a foreclosure sale or other Transfer of the Pledge ROFR Shares unless prior to the expiration thereof, the Pledge ROFR Offeree Stockholder provides written notice to the Pledge Counterparty that it has elected not to purchase the Pledge ROFR Shares. The Pledge ROFR Offeree Stockholder may elect to purchase any or all of the Pledge ROFR Shares by delivering a written notice (the "Pledge ROFR Acceptance Notice") to both the Stockholder that has Pledged such Shares and the Pledge Counterparty on or prior to the end of the Pledge ROFR Foreclosure Period setting forth (i) its irrevocable acceptance of such offer, (ii) the identity of the Designated Pledge ROFR Transferee, (iii) its commitment to purchase the Pledge ROFR Shares on a date that is on or prior to the last day of the Pledge ROFR Foreclosure Period (the "Pledge ROFR Purchase Date"), and (iv) the number of Pledge ROFR Shares to be purchased, whereupon both the Stockholder that has Pledged such Shares and the Pledge Counterparty will be obligated to sell, and the Pledge ROFR Offeree Stockholder will be obligated to purchase, such number of Pledge ROFR Shares in accordance with the terms set forth in the Pledge ROFR Notice or such other terms and conditions as may be agreed between the Pledge ROFR Offeree Stockholder and the Pledge Counterparty. The closing of such purchase and sale shall occur on the Pledge ROFR Purchase Date or at such time and place as the Pledge ROFR Offeree Stockholder and the Pledge Counterparty may agree, pursuant to an agreement containing reasonable and customary representations and warranties and other terms and conditions.

6. Certain Prohibited Acquisitions of Shares.

(a) Until the Proxy Fall Away Date, SoftBank agrees that, without the prior written consent of DT, it shall not, and shall cause its Affiliates not to, directly or indirectly, alone or in concert with any other Person, acquire, offer to acquire or agree to acquire (including from the Company) Beneficial Ownership of any Voting Securities if, following such acquisition, the ratio of (i) the number of Shares Beneficially Owned by the SoftBank Stockholder to (ii) the number of Shares Beneficially Owned by the DT Stockholder would be greater than the ratio of 49.9% to 50.1%.

(b) Each of DT and SoftBank agrees that, without the prior written consent of the other party hereto, until such time as either Stockholder's Voting Percentage is less than 5%, it shall not, and shall cause its respective Affiliates not to, directly or indirectly, alone or in concert with any other Person, acquire, offer to acquire or agree to acquire (including from the Company) Beneficial Ownership of any Voting Securities if such acquisition would constitute a Proposed Acquisition, as defined in the Stockholders' Agreement.

(c) Any acquisition of Beneficial Ownership of any Voting Securities by either SoftBank or DT or their respective Affiliates not effected in accordance with this Section 6 shall be null and void *ab initio.*

7. Representations and Warranties of DT. DT represents and warrants to SoftBank that, as of the date hereof:

(a) DT is an *Aktiengesellschaft* organized and existing under the Laws of the Federal Republic of Germany.

(b) DT has all requisite corporate or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by DT of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action of DT. This Agreement has been duly executed and delivered by DT and, assuming the due authorization, execution and delivery of this Agreement by SoftBank, constitutes the legal, valid and binding obligation of DT, enforceable against DT in accordance with its terms, except as limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles.

(c) The execution and delivery of this Agreement by DT and the performance of its obligations hereunder will not constitute or result in (i) a breach or violation of, or a default under, the Organizational Documents of DT, (ii) a breach or violation of, a termination (or right of termination) or default under, the creation or acceleration of any obligations under, or the creation of an Encumbrance on any of the assets of DT (with or without notice, lapse of time or both) pursuant to, any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation binding upon DT, or (iii) a conflict with, or breach or violation of, any Law applicable to DT or by which its properties are bound or affected, except, in the case of clause (ii) or (iii) above, for any breach, violation, termination, default, creation or acceleration that would not, individually or in the aggregate, reasonably be likely to impair in any material respect the ability of DT to perform its obligations under this Agreement.

(d) As of immediately following the Effective Time, the DT Stockholder will (i) Beneficially Own the Shares set forth on Exhibit A free and clear of any and all Encumbrances, other than those created by this Agreement or the Stockholders' Agreement or under applicable securities Laws, (ii) have sole voting power over all of such Shares, other than as set forth in this Agreement or the Stockholders' Agreement, and (iii) not own of record or Beneficially Own any shares of capital stock or other voting or equity securities or interests of the Company, or any rights to purchase or acquire any such shares or other securities or interests, except for such Shares and except as provided in this Agreement.

8. Representations and Warranties of SoftBank. SoftBank represents and warrants to DT that, as of the date hereof:

(a) SoftBank is a *kabushiki kaisha* organized and existing under the Laws of Japan.

(b) SoftBank has all requisite corporate or other power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by SoftBank of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action of SoftBank. This Agreement has been duly executed and delivered by SoftBank and, assuming the due authorization, execution and delivery of this Agreement by DT, constitutes the legal, valid and binding obligation of SoftBank, enforceable against SoftBank in accordance with its terms, except as limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws affecting the enforcement of creditors' rights generally or, as to enforceability, by general equitable principles.

(c) The execution and delivery of this Agreement by SoftBank and the performance of its obligations hereunder will not constitute or result in (i) a breach or violation of, or a default under, the Organizational Documents of SoftBank, (ii) a breach or violation of, a termination (or right of termination) or default under, the creation or acceleration of any obligations under, or the creation of an Encumbrance on any of the assets of SoftBank (with or without notice, lapse of time or both) pursuant to, any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation binding upon SoftBank, or (iii) a conflict with, or breach or violation of, any Law applicable to SoftBank or by which its properties are bound or affected, except, in the case of clause (ii) or (iii) above, for any breach, violation, termination, default, creation or acceleration that would not, individually or in the aggregate, reasonably be likely to impair in any material respect the ability of SoftBank to perform its obligations under this Agreement.

(d) As of immediately following the Effective Time, the SoftBank Stockholder will (i) Beneficially Own the Shares set forth on Exhibit B free and clear of any and all Encumbrances, other than those created by this Agreement or the Stockholders' Agreement or under applicable securities Laws, (ii) have sole voting power over all of such Shares, other than as set forth in this Agreement or the Stockholders' Agreement, and (iii) not own of record or Beneficially Own any shares of capital stock or other voting or equity securities or interests of the Company, or any rights to purchase or acquire any such shares or other securities or interests, except for such Shares and except provided in this Agreement.

9. Termination. This Agreement shall terminate and shall have no further force or effect on the earlier to occur of:

(a) the first date that either the DT Stockholder or the SoftBank Stockholder no longer Beneficially Owns any Shares; or

(b) upon the mutual written agreement of SoftBank and DT;

provided that Section 1, this Section 9 and Section 10 shall survive any such termination of this Agreement. Notwithstanding the foregoing, nothing herein shall relieve any Stockholder from liability for any breach of this Agreement that occurred prior to such termination.

10. Miscellaneous.

(a) Injunctive Relief. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of terms and provisions of this Agreement in any court referred to in Section 10(e), without proof of actual damages (and each party hereby waives any requirement for the securing or posting of any bond in connection with any such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, or to assert that a remedy of monetary damages would provide an adequate remedy for any such breach.

(b) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and permitted assigns. No party may directly or indirectly assign any of its rights or delegate any of its obligations under this Agreement, without the prior written consent of the other party; provided that, without the written consent of the other parties, each Stockholder may assign any of its rights or obligations hereunder, in whole or in part, to any Person that will be a successor to or that will acquire Control of such Stockholder, whether by merger, consolidation or sale of all or substantially all of its assets. Any purported direct or indirect assignment in violation of this Section 10(b) shall be null and void *ab initio*.

(c) Amendments and Waivers. No amendment, modification or discharge of this Agreement, and no waiver hereunder, and no extension of time for the performance of any of the obligations hereunder, shall be valid or binding unless set forth in writing and duly executed by the parties. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of any party granting any waiver in any other respect or at any other time. The waiver by any Stockholder of a breach of, or a default under, any of the provisions hereof, or to exercise any right or privilege hereunder, shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. Except as expressly provided in this Agreement, the rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity.

(d) Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally or delivered by electronic mail (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to DT or the DT Stockholder, to:

Deutsche Telekom AG
Friedrich-Ebert-Allee 140
53113 Bonn, Germany
Attention: General Counsel
Email: axel.luetzner@telekom.de

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Adam O. Emmerich
David K. Lam
Mark A. Stagliano
Email: AOEmmerich@wlrk.com
DKLam@wlrk.com
MAStagliano@wlrk.com

(ii) if to SoftBank or the SoftBank Stockholder, to:

SoftBank Group Corp.
Tokyo Shiodome Bldg.
1-9-1 Higashi-shimbashi
Minato-ku, Tokyo 105-7303, Japan
Attention: Corporate Officer, Head of Legal Unit
Email: sbgrp-legalnotice@g.softbank.co.jp

with a copy to (which shall not constitute notice):

Morrison & Foerster LLP
425 Market Street
San Francisco, California 94015
Attention: Brandon C. Parris
Email: BParris@mofo.com

(e) Governing Law; Jurisdiction; Forum; Waiver of Trial by Jury. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER ANY APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. In any action between the parties arising out of or relating to this Agreement, each of the parties (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in and for New Castle County, Delaware, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, and (iii) agrees that it will not

bring any such action in any court other than the Court of Chancery for the State of Delaware in and for New Castle County, Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the federal court of the United States of America sitting in the State of Delaware, and appellate courts thereof, or, if (and only if) each of such Court of Chancery for the State of Delaware and such federal court finds it lacks subject matter jurisdiction, any state court within the State of Delaware. Service of process, summons, notice or document to any party's address and in the manner set forth in Section 10(d) shall be effective service of process for any such action. Each party hereto irrevocably designates C.T. Corporation as its agent and attorney in fact for the acceptance of service of process and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the aforementioned courts and each party hereto stipulates that such consent and appointment is irrevocable and coupled with in interest.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (iii) IT MAKES SUCH WAIVER VOLUNTARILY AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10(e).

(f) Interpretation. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(g) Entire Agreement; No Other Representations. This Agreement, the Business Combination Agreement and the Stockholders' Agreement constitute the entire agreement, and supersede all other prior and contemporaneous agreements, understandings, undertakings, arrangements, representations and warranties, both written and oral, among the parties with respect to the subject matter hereof.

(h) No Third-Party Beneficiaries. This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

(i) Severability. If any term or other provision of this Agreement is

invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(j) Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

(k) Affiliated Entities. To the extent that any Controlled Affiliate of DT is a DT Stockholder, DT shall cause such Controlled Affiliate to comply with all obligations under this Agreement applicable to the DT Stockholder, and in furtherance of the foregoing, if any Controlled Affiliate of DT becomes a Beneficial Owner of Shares on or after the date hereof, (i) DT shall give SoftBank written notice thereof in advance of such Controlled Affiliate becoming a Beneficial Owner, if reasonably practicable, or otherwise as promptly as possible thereafter and (ii) such Controlled Affiliate shall, and DT shall cause such Controlled Affiliate to, promptly (and in advance of such Controlled Affiliate becoming a Beneficial Owner, if reasonably practicable) execute a joinder in substantially the form of Annex I, and to execute any and all documents or instruments and take such other actions required, or otherwise reasonably requested by SoftBank, to ensure that such Controlled Affiliate is subject to the obligations under this Agreement applicable to the DT Stockholder and that such Shares are subject to this Agreement (provided that any failure to execute such documents or instruments or take such other actions shall not affect such obligations hereunder). To the extent that any Controlled Affiliate of SoftBank is a SoftBank Stockholder, SoftBank shall cause such Controlled Affiliate to comply with all obligations under this Agreement applicable to the SoftBank Stockholder, and in furtherance of the foregoing, if any Controlled Affiliate of SoftBank becomes a Beneficial Owner of Shares on or after the date hereof, (A) SoftBank shall give DT written notice thereof in advance of such Controlled Affiliate becoming a Beneficial Owner, if reasonably practicable, or otherwise as promptly as possible thereafter and (B) such Controlled Affiliate shall, and SoftBank shall cause such Controlled Affiliate to, promptly (and in advance of such Controlled Affiliate becoming a Beneficial Owner, if reasonably practicable) execute a joinder in substantially the form of Annex I, and to execute any and all documents or instruments and take such other actions required, or otherwise reasonably requested by DT, to ensure that such Controlled Affiliate is subject to the obligations under this Agreement applicable to the SoftBank Stockholder and that such Shares are subject to this Agreement (provided that any failure to execute such documents or instruments or take such other actions shall not affect such obligations hereunder).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

DEUTSCHE TELEKOM AG

By: /s/ Thorsten Langheim
Name: Thorsten Langheim
Title: Board member for USA and Group Development

By: /s/ Dr. Axel Lützner
Name: Dr. Axel Lützner
Title: Vice President DT Legal

SOFTBANK GROUP CORP.

By: /s/ Masayoshi Son
Name: Masayoshi Son
Title: Chairman & CEO

Exhibit A

Shares Beneficially Owned by the DT Stockholder: 538,590,941

Exhibit B

Shares Beneficially Owned by the SoftBank Stockholder: 304,606,050[1]

[1] After giving effect to the surrender of 48,751,557 shares of Common Stock in connection with the Closing.

Annex I

Form of Joinder

The undersigned is executing and delivering this joinder agreement (this "Joinder") pursuant to that certain Proxy, Lock-Up and ROFR Agreement, dated as of April 1, 2020 (as amended, restated, supplemented or otherwise modified in accordance with the terms thereof, the "DT-SoftBank Agreement") by and between Deutsche Telekom AG, an *Aktiengesellschaft* organized and existing under the laws of the Federal Republic of Germany ("DT"), and SoftBank Group Corp., a Japanese *kabushiki kaisha* ("SoftBank"). Capitalized terms used but not defined in this Joinder shall have the respective meanings ascribed to such terms in the DT-SoftBank Agreement.

By executing and delivering this Joinder to the DT-SoftBank Agreement, the undersigned hereby adopts and approves the DT-SoftBank Agreement and agrees, effective commencing on the date hereof and as a condition to the undersigned becoming a Beneficial Owner of Shares, to become a party to, and to be bound by and comply with the provisions of, the DT-SoftBank Agreement applicable to the [DT][SoftBank] Stockholder in the same manner as if the undersigned were an original signatory to the DT-SoftBank Agreement.

The undersigned hereby represents and warrants that it is a Controlled Affiliate of [DT][SoftBank].

Section 10 of the DT-SoftBank Agreement is hereby incorporated herein by reference, *mutatis mutandis*.

[*Remainder of page intentionally left blank*]

Accordingly, the undersigned has executed and delivered this Joinder as of the ____ day of _____, _____.

[TRANSFEREE]

By: _____
Name:
Title:

Notice Information

Address:
Telephone:
Email:

[*Form of Joinder*]