



**This document constitutes part of a prospectus covering securities that T-Mobile has registered under the Securities Act of 1933, as amended**

**T-MOBILE US, INC.**

**14,000,000 Shares of Common Stock, par value \$0.00001 per Share,  
Issuable Under the T-Mobile US, Inc. Amended and Restated 2014 Employee Stock Purchase Plan**

---

This Prospectus relates to up to 14,000,000 shares of common stock of T-Mobile US, Inc. ("T-Mobile" or the "Company") that have been reserved for issuance to those persons who are eligible to participate in the T-Mobile US, Inc. Amended and Restated 2014 Employee Stock Purchase Plan (as may be amended from time to time, the "Plan").

The Plan generally provides for the grant to eligible employees of the Company and its eligible parents and subsidiaries, and the automatic exercise by such employees, of options to purchase shares of T-Mobile common stock ("T-Mobile stock") through payroll deductions during consecutive offering and purchase periods. The Plan is intended to qualify as an "employee stock purchase plan," as that term is defined in Section 423 of the United States Internal Revenue Code of 1986, as amended (the "Code"), but T-Mobile makes no representation of such status, nor does it undertake to maintain such status. T-Mobile stock is listed on The NASDAQ Global Select Market under the ticker symbol "TMUS."

The main features of the Plan are summarized in this Prospectus. However, if there are any inconsistencies between this Prospectus and the Plan or the terms of any award, the Plan and the terms of the award will always control.

---

*Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved these securities, or determined if this Prospectus is truthful or complete. Any representation to the contrary is a criminal offense.*

---

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS IN CONNECTION WITH THE OFFERING MADE HEREBY, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS NOT CONTAINED HEREIN MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN

IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE COMPANY'S AFFAIRS SINCE THE DATE OF THIS PROSPECTUS.

---

Individuals should rely only on the information contained in this document or that the T-Mobile has referred to them. T-Mobile has not authorized anyone to provide information that is different. T-Mobile is offering to sell, and seeking offers to buy, T-Mobile stock only in jurisdictions which permit offers and sales. The information contained in this Prospectus is accurate only as of the date of this Prospectus.

Copies of the Plan and additional information about the Plan can be obtained without charge upon written or oral request to: T-Mobile Stock Plan Administration, 12920 SE 38th Street Bellevue, Washington 98006, (425) 383-2134 or stockplan@t-mobile.com.

**THE DATE OF THIS PROSPECTUS IS JUNE 16, 2023**

## TABLE OF CONTENTS

A.	BACKGROUND .....	1
B.	DESCRIPTION OF THE PLAN.....	1
1.	What is it?.....	1
2.	Who may participate? .....	2
3.	How does the Plan work?.....	2
4.	When do the offering periods begin? .....	3
5.	How many shares are reserved for issuance under the Plan? .....	3
6.	How do I enroll in the Plan? .....	3
7.	Can I enroll in an offering period after it has begun? .....	3
8.	Who administers the Plan? .....	4
9.	How much of my paycheck can I contribute to purchase shares of T-Mobile stock? .....	4
10.	When do my payroll contributions begin?.....	4
11.	Can I increase or decrease my contributions during an offering period? .....	5
12.	How is the purchase price of T-Mobile stock determined? .....	5
13.	How many shares of T-Mobile stock can I purchase in an offering period?.....	5
14.	What if there are leftover funds in my account after the offering period ends?6	
15.	Will I actually receive certificates for shares of T-Mobile stock? .....	6
16.	Can I transfer my rights under the Plan? .....	6
17.	How soon can I sell the shares I purchase?.....	6
18.	What if I am currently considered to be a Section 16 reporting person or an affiliate for federal securities law purposes?.....	7
19.	What happens if I terminate employment at T-Mobile? .....	7
20.	What happens if I take a leave of absence from T-Mobile? .....	7
21.	What if I want to withdraw from an offering period or the Plan?.....	8
22.	What if I want to suspend my payroll deductions or contributions during an offering period? .....	8
23.	How long will my enrollment form remain effective? .....	8
24.	Can I reenter the Plan if I withdrew from it previously?.....	9

25.	What are the material U.S. federal income tax consequences of my participation in the Plan? .....	9
26.	Do I pay commissions on the purchase of stock under the Plan or on the sale of that stock? .....	9
27.	Can the Plan be amended or terminated? .....	9
28.	What is the effective date and duration of the Plan? .....	10
29.	What happens if there is a stock split? .....	10
30.	What happens if there is a merger, asset sale, dissolution or liquidation of T-Mobile? .....	10
C.	MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES.....	11
1.	General .....	11
2.	Holding Period Requirements .....	11
3.	Tax Deduction for T-Mobile .....	12
4.	Code Section 409A .....	13
D.	OTHER MATTERS .....	13
1.	Equal Rights and Privileges.....	13
2.	Limitation of Rights .....	13
3.	Inapplicability of Certain Statutes; Unfunded Plan .....	13
4.	Securities Registration.....	13
5.	Where You Can Find More Information.....	13
	PUERTO RICO INCOME TAX CONSEQUENCES FOR BONA FIDE RESIDENTS OF PUERTO RICO	16

## **A. BACKGROUND**

The Plan amends and restates the T-Mobile US, Inc. 2014 Employee Stock Purchase Plan (as amended, the “Original Plan”). The Original Plan, was adopted by the Company’s Board of Directors on October 30, 2014 and approved by the Company’s stockholders on June 2, 2015. The Plan, as amended and restated, was adopted by the Company’s Board of Directors on March 23, 2023 and became effective on June 16, 2023, the date on which the Company’s stockholders approved the Plan.

This Prospectus provides only a summary of Plan and is subject to and qualified by reference to the Plan. You should carefully review the Plan and all related Plan enrollment forms to fully understand the key terms of the Plan. You should not rely only on this Prospectus. You can inspect or request a copy of the Plan during normal business hours from T-Mobile Stock Plan Administration, 12920 SE 38th Street Bellevue, Washington 98006, (425) 383-2134 or stockplan@t-mobile.com.

This Prospectus is not intended to provide you with legal or tax counsel or advice on a specific investment strategy. If you need legal, tax or financial assistance in the management of your T-Mobile stock or your T-Mobile stock accounts, please consult your personal attorney, tax professional or qualified financial advisor, as you deem appropriate. While T-Mobile’s human resources, legal and accounting personnel are available to answer questions regarding the Plan, they cannot act as your personal legal, financial or tax advisor or offer you investment advice regarding T-Mobile stock.

*No one can predict the future value of any stock, and an investment in a single security is inherently subject to greater risk than diversified investments, such as mutual funds. You should carefully and periodically evaluate your investment in T-Mobile stock to ensure that the amount of your investment is appropriate for your individual financial situation.*

## **B. DESCRIPTION OF THE PLAN**

### **1. What is it?**

The Plan is an employee program that gives eligible employees of T-Mobile and its eligible parents and subsidiaries an opportunity to purchase shares of T-Mobile stock through payroll deductions. The Plan is intended to provide eligible T-Mobile employees with an opportunity to acquire an equity ownership interest in T-Mobile and to encourage eligible employees to remain with our Company. The Plan is also intended to qualify as an “employee stock purchase plan” under Section 423 of the Code, but T-Mobile makes no representation of such status nor undertaking to maintain such status.

Under the Plan, payroll deductions are used to periodically purchase shares of T-Mobile stock at a discount from its current fair market value without incurring broker commissions. Participation in the Plan is entirely voluntary.

## **2. Who may participate?**

You are eligible to participate in the Plan if you are an employee of T-Mobile or a “designated company” (*i.e.*, a subsidiary or parent company of T-Mobile that has been designated by the Plan Administrator (as defined below in question 8) as eligible to participate in the Plan and has adopted the Plan with the approval of the Plan Administrator).

You may not participate in the Plan if, immediately after the grant of an option to purchase T-Mobile stock under the Plan, you directly or indirectly own stock possessing 5% or more of the total combined voting power or value of all classes of T-Mobile stock or of any parent or subsidiary of T-Mobile (including any stock that you would be eligible to purchase in a current offering period and including any stock attributed to you under the tax rules applicable to the Plan).

The Plan Administrator may impose additional eligibility requirements consistent with Section 423 of the Code.

## **3. How does the Plan work?**

Under the Plan, you may elect a portion of your eligible compensation (not less than 1% but no more than 15%) to be withheld from your paycheck for each pay period occurring during a purchase period; provided, however, that in no event will the actual amount withheld through a payroll deduction on any payday exceed the net amount payable to you on such payday after taxes and any other applicable deductions. The Plan Administrator may also allow participation in the Plan via cash contributions instead of payroll deductions if the Plan Administrator determines that cash contributions are permissible under Section 423 of the Code.

The money withheld or contributed is used to purchase shares of T-Mobile stock as follows:

- (a) The Plan is divided into consecutive six-month offering and concurrent purchase periods that currently begin each April 1 and October 1. The Plan Administrator may change the dates for offering and purchase periods;
- (b) Your payroll deductions will accumulate throughout each offering period;
- (c) On each purchase date (the last trading day of each offering period), your accumulated payroll deductions are used to purchase shares of T-Mobile stock; and
- (d) The purchase price for the shares is equal to 85% of the lesser of T-Mobile stock’s “fair market value” on (i) the first day of the offering period and (ii) the last day of the offering period. However, the Plan Administrator may increase the purchase price for any future offering period to be up to 100% of T-Mobile stock’s “fair market value” on the first day of the offering period. “Fair market value” generally means the per share closing price for T-Mobile stock on the applicable date (or on the last preceding date on which the stock was traded if not traded on the applicable date).

***You assume the risk of any market fluctuations in the price of T-Mobile stock by participation in the Plan, your ownership of shares and your decisions to buy more or sell shares of T-Mobile stock.***

**4. When do the offering periods begin?**

Offering periods under the Plan currently begin on April 1 and October 1 of each year and end six months later on September 30 and March 31, respectively. The last trading day of each offering period is a “purchase date.” If the first or last day of an offering period is not a regular business day, then the first day of the offering period will be the next regular business day and the last day of the offering period will be the last preceding regular business day. The Plan Administrator may change the beginning and ending dates for offering periods.

**5. How many shares are reserved for issuance under the Plan?**

Under the terms of the Plan, the aggregate number of shares of T-Mobile stock reserved for issuance pursuant to the Plan is 14,000,000 shares.

The shares of T-Mobile stock distributed pursuant to the Plan may consist, in whole or in part, of authorized but unissued shares of T-Mobile stock, shares held or subsequently acquired by T-Mobile as treasury shares, or shares purchased on the open market. If any option granted under the Plan terminates for any reason without having been exercised, the shares subject thereto that are not purchased under such option will again be available for issuance under the Plan.

**6. How do I enroll in the Plan?**

If you are eligible to participate in the Plan, you may enroll in the Plan for any future offering period by submitting an enrollment election form by such means as the Plan Administrator prescribes and in accordance with procedures established by the Plan Administrator prior to the first trading day of an offering period and no later than any additional deadline established by the Plan Administrator (the “cut-off date”). Unless otherwise determined by the Plan Administrator, the enrollment election and the designated rate of payroll deduction will continue for future offering periods unless you change or cancel the enrollment election or designated rate of payroll deduction for a future offering period prior to the cut-off date, withdraw from the Plan, or otherwise become ineligible to participate in the Plan.

**7. Can I enroll in an offering period after it has begun?**

No. You must enroll in the Plan before the offering period in which you wish to participate begins and before the designated cut-off date for enrollment for such offering period. Unless otherwise determined by the Plan Administrator, you may not participate in more than one offering at a time.

## **8. Who administers the Plan?**

The Plan is administered by the Compensation Committee of the Board. The Board may designate any other committee or subcommittee (which need not be composed of members of the board of directors) to administer the Plan. The Board may at any time vest in itself any authority or duties for administration of the Plan. The Compensation Committee of the Board, or such other committee or subcommittee to whom administration of the Plan is delegated, is referred to herein as the "Plan Administrator". The Plan Administrator may also delegate its duties under the Plan to officers, directors, or employees of T-Mobile as it deems advisable, subject to any limitations imposed by applicable law. However, certain actions under the Plan are reserved expressly to the Board, such as amending the Plan subject to stockholder approval when required.

The Plan Administrator is authorized to administer and interpret the Plan and any options granted pursuant to the Plan and to make rules and regulations necessary for its administration, subject to compliance with Section 423 of the Code and the terms of the Plan.

T-Mobile will pay all costs and expenses of the adoption and administration of the Plan, except that participants will be required to pay all costs or fees incurred in connection with the sale of shares acquired under the Plan.

Questions about the Plan's administration should be directed to T-Mobile Stock Plan Administration, 12920 SE 38th Street Bellevue, Washington 98006, (425) 383-2134 or stockplan@t-mobile.com.

## **9. How much of my paycheck can I contribute to purchase shares of T-Mobile stock?**

During any pay period you may contribute between 1% and 15% of your eligible compensation, unless otherwise determined by the Plan Administrator. Payroll contributions to the Plan must be in whole percentage amounts.

"Eligible compensation" that can be used to purchase shares under the Plan includes base gross earnings paid to you, including cash bonuses, overtime and commissions and includes 401(k) employee contributions, pre-tax premium and flexible spending account employee contributions. Eligible compensation does not include severance pay, hiring and relocation bonuses, pay in lieu of vacation, sick leave, compensation realized from equity awards, or any other special payments.

Certain limits under the Plan may limit the amount of your payroll deductions that can be used to purchase T-Mobile stock. These limitations are described below in question 13, "How many shares of T-Mobile stock can I purchase in an offering period?"

## **10. When do my payroll contributions begin?**

Your payroll contributions begin on the first payday that occurs within the offering period in which you are enrolled and end on the last payday within the offering period.

**11. Can I increase or decrease my contributions during an offering period?**

Generally, no. During an offering period, you may not increase or decrease the amount withheld from your compensation for that particular offering period, unless the Plan Administrator determines otherwise. However, you may suspend your payroll deductions or contributions during an offering period by decreasing the amount of withheld from your compensation to zero, as further described below in question 22, “What if I want to suspend my payroll deductions or contributions during an offering period?” In addition, you may withdraw from an offering period or from the Plan by filing a withdrawal notice as described below in question 21, “What if I want to withdraw from an offering period or the Plan?”

You can increase or decrease your payroll contributions for a *subsequent* offering period. To do this, you must submit a new election form during the enrollment period to Fidelity Investments (or as otherwise directed) by no later than the cut-off date immediately preceding the offering period for which you want your new payroll contribution to be effected. Deadlines for election changes may be changed.

**12. How is the purchase price of T-Mobile stock determined?**

The purchase price on each purchase date for T-Mobile stock will be equal to 85% of the lesser of (a) the fair market value of T-Mobile stock on the first trading day of an offering period (currently April 1 or October 1, as applicable) and (b) its fair market value on the last trading day of the offering period (currently March 31 and September 30, as applicable). Under the Plan, “fair market value” generally means the closing sales price during regular session trading for T-Mobile stock as reported by The NASDAQ Global Select Market on the applicable date or, if not traded on such date, the closing sales price on the last preceding day on which sales of T-Mobile stock were made, unless determined otherwise by the Plan Administrator using such methods or procedures as it may establish.

The Plan Administrator may reduce the purchase price discount for T-Mobile stock for a future offering period. You will be notified of any such change.

**13. How many shares of T-Mobile stock can I purchase in an offering period?**

You can purchase in an offering period that number of whole shares of T-Mobile stock equal to your accumulated payroll deductions during the offering period divided by the purchase price for the T-Mobile stock, up to a maximum of 2,000 shares in a single offering period and, if the offering period contains more than one purchase period, up to a maximum of 2,000 shares in a single purchase period, in each case, subject to certain additional maximum limits set forth in the Plan. For example, under Section 423 of the Code, you may not purchase more than \$25,000 worth of T-Mobile stock under the Plan in any calendar year (based on the stock’s fair market value on the first day of an offering period). To ensure compliance with these limits, we can suspend your payroll deductions until such time as you will not exceed these limits or, if payroll deductions have accrued in excess of these limits, we will return any excess accumulated deductions to you without interest (except as otherwise required by applicable law).

**14. What if there are leftover funds in my account after the offering period ends?**

Unless otherwise determined by the Plan Administrator, in the event the amount remaining in your account is only enough to purchase a fractional share, then that amount may be applied to the purchase of stock in the next offering period, and any funds remaining in your account after an offering period ends in excess of a full share value will be returned to you. However, the Plan Administrator also has the discretion to provide for the purchase of fractional shares in any future offering period and/or the refund of the amounts remaining credited to your account at the end of any future offering period.

**15. Will I actually receive certificates for shares of T-Mobile stock?**

No. When you enroll in the Plan, you will be deemed to have authorized the establishment of an account at a brokerage firm selected by the Plan Administrator to assist with the administration of the Plan (the “Plan Broker”). The brokerage firm currently selected by the Plan Administrator to serve as the Plan Broker is Fidelity Investments. The shares you purchase will be credited to your account and will be held for you by the Plan Broker. Once the shares have been credited to your account by T-Mobile after the end of each offering period, you generally may dispose of those shares without any further restrictions under the Plan, but may independently be restricted from doing so under T-Mobile’s Policy on Securities Trading (the “insider trading policy”) (please consult the legal department if you are unsure). Until such a disposition occurs, however, T-Mobile requires that you must (unless you are exempt from payment of U.S. income taxes) leave the shares of T-Mobile stock you acquire under the Plan in the account with the Plan Broker until the holding periods required by federal tax laws are satisfied. See Section C, “MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES” below for a description of these holding periods, which generally require that shares purchased under the Plan be held for at least two years from the beginning of an offering period and one year from the last day of an offering period in order to be eligible for favorable federal income tax treatment on a sale of those shares. After you meet the holding period requirements, you are free to transfer all or some of the shares to any brokerage firm you select.

**16. Can I transfer my rights under the Plan?**

No. Payroll deductions accrued under the Plan and any rights to purchase shares under the Plan cannot be transferred or otherwise disposed of except by will or the applicable laws of descent and distribution. Any such attempt at transfer will be void and without effect.

**17. How soon can I sell the shares I purchase?**

The Plan is intended to provide stock for investment and not for resale. T-Mobile generally does not intend to restrict or influence you in the conduct of your own investment affairs. You may sell shares of T-Mobile stock purchased under the Plan at any time you choose, subject to compliance with applicable federal and state securities laws and T-Mobile's insider trading policy.

Please refer to T-Mobile’s insider trading policy or contact T-Mobile’s legal department regarding questions about the insider trading policy. Additional restrictions on resale apply to

directors and executive officers. See “What if I am currently considered to be a Section 16 reporting person or an affiliate for federal securities law purposes?” in question 18 below.

You may receive favorable federal income tax treatment on sales of the shares of T-Mobile stock you purchase pursuant to the Plan if you hold the shares for at least two years after the beginning of the offering period and one year after the date of purchase. See Section C below, “MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES.”

**18. What if I am currently considered to be a Section 16 reporting person or an affiliate for federal securities law purposes?**

T-Mobile stock purchased under the Plan generally may be resold without restriction, subject to compliance with applicable federal and state securities laws and the insider trading policy. However, if you are an “affiliate” of T-Mobile (generally, the directors and executive officers identified in T-Mobile’s latest Definitive Proxy Statement on Schedule 14A), you must sell your shares in compliance with the requirements of Rule 144 under the Securities Act of 1933, as amended. Rule 144 generally limits the amount of T-Mobile stock that may be sold in any three-month period by an affiliate and other aggregated sellers to no more than the greater of (a) 1% of the outstanding shares of T-Mobile stock and (b) the average weekly reported volume of trading in T-Mobile stock on The NASDAQ Global Select Market during the four calendar weeks preceding the sale.

If you are a director or officer of T-Mobile subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), your purchases under the Plan will not be considered matchable “purchases” for purposes of Section 16(b) short-swing liability. The sale of the Plan shares is not exempt from Section 16(b), however, and will be matched with any non-exempt purchases outside the Plan within a six-month period before or after the sale. Acquisitions under the Plan are not subject to reporting under Section 16(a) at the time of purchase, but must be included in the holdings column of any Form 4 or Form 5 filed to report a subsequent transaction.

**19. What happens if I terminate employment at T-Mobile?**

Your participation in the Plan will terminate immediately upon termination of your employment with T-Mobile or a designated company for any reason, or if you otherwise cease to remain eligible to participate in the Plan. Upon your termination, the accumulated payroll deductions credited to your account since the last purchase date will be returned, without interest, to you (or to your legal representative or beneficiary in the event of your death), and no shares will be purchased for your account at the end of the current offering period. You will keep any shares purchased in previous offering periods.

**20. What happens if I take a leave of absence from T-Mobile?**

During an approved leave of absence that meets certain requirements under the Code, you may continue participation in the Plan by making cash payments to the Company on your normal payday equal to your authorized payroll deduction. Alternatively, you will have the right, in accordance with procedures prescribed by the Plan Administrator, to withdraw from the Plan. To

the extent determined by the Plan Administrator or required by Section 423 of the Code, certain leaves of absence may be treated as cessations of employment for purposes of the Plan.

**21. What if I want to withdraw from an offering period or the Plan?**

You may withdraw from an offering period or the Plan by submitting a withdrawal notice to Fidelity Investments (or as otherwise directed) on or prior to the last day of the month prior to the final month of the purchase period (or by such other date as may be established by the Plan Administrator). Once you have withdrawn from an offering period and the Plan, you may not make additional contributions in that same offering period. Once you withdraw from the Plan, you may not resume participation in it unless you again satisfy all the Plan requirements for participation and re-enroll in the Plan.

Upon withdrawal from an offering period or the Plan, all accumulated payroll deductions in your account that have not been applied to the purchase of shares of T-Mobile stock will either be used to purchase shares of T-Mobile stock on the next purchase date or be returned to you without interest, in accordance with Plan Administrator procedures.

**22. What if I want to suspend my payroll deductions or contributions during an offering period?**

Unless otherwise determined by the Plan Administrator, you may suspend your payroll deductions or contributions (i.e., by decreasing your payroll deduction rate to zero) during an offering period by delivering a notice of suspension to Fidelity Investments (or as otherwise directed) on or prior to the last day of the month prior to the final month of the offering period (or by such other date as established by the Plan Administrator). Upon suspension of your payroll deductions or contributions during an offering period, your cumulative unapplied payroll deductions or contributions will remain in your account and will be applied to the purchase of shares on the next purchase date. At the end of the offering period in which your suspension occurred, you will be treated as having withdrawn from the Plan (unless you re-enroll in the Plan in accordance with its enrollment procedures).

**23. How long will my enrollment form remain effective?**

Once you properly submit an enrollment form, deductions will be made continuously from your paychecks until the earliest to occur of the following: (a) you suspend your deductions or contributions; (b) you withdraw from the Plan or an offering period; (b) you terminate employment at T-Mobile or at a designated company or you are otherwise no longer eligible to participate in the Plan; (c) no further shares are authorized for issuance under the Plan or for issuance during a particular calendar year; (d) your payroll deductions will result in your purchasing more than 2,000 shares in an offering period (or, with respect to any offering period with more than one purchase period, more than 2,000 shares in a purchase period) or more than \$25,000 worth of stock in a single calendar year (based on the fair market value of T-Mobile's stock on the first day of an offering period); or (e) the Board terminates the Plan, which it has the right to do at any time. Termination of the Plan generally will not affect your accrued rights to purchase stock for the offering period in which the Plan is terminated without your consent, provided shares remain

available for issuance under the Plan, unless the Plan Administrator determines otherwise. In addition, under certain circumstances, the Plan Administrator may set a new purchase date for an offering period then in progress.

If your payroll deductions are discontinued because your stock purchase would exceed the 2,000 share offering period (or, if applicable, 2,000 share purchase period) limit or the \$25,000 per calendar year limit, any excess funds will be returned to you without interest, and you will automatically participate in the next offering period during which you will not exceed these limits.

**24. Can I reenter the Plan if I withdrew from it previously?**

If you remain eligible to participate in the Plan, you may reenter the Plan, beginning with the next future offering period, by submitting an enrollment election form to Fidelity Investments (or as otherwise directed), or by such other means as the Plan Administrator prescribes for a future offering period, on or before the cut-off date with respect to such next future offering period.

**25. What are the material U.S. federal income tax consequences of my participation in the Plan?**

Please refer to Section C below, "MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES," for a discussion of the material U.S. federal income tax consequences of participation in the Plan.

Remember, too, that the funds you contribute to the Plan via payroll deductions have already been taxed as income when they are withheld.

**26. Do I pay commissions on the purchase of stock under the Plan or on the sale of that stock?**

Because T-Mobile pays all costs associated with administering the Plan, you pay no commissions on the purchase of T-Mobile stock under the Plan. However, you will be responsible for paying any commissions incurred, if applicable, on a sale of those shares.

**27. Can the Plan be amended or terminated?**

The Board can amend, suspend, or terminate the Plan at any time, except that amendments cannot make any change that would cause options issued under the Plan to fail to meet the requirements of Section 423 of the Code, and subject to stockholder approval if required by Section 423 of the Code or any other applicable law or regulation.

In the event the Plan Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Plan Administrator may, in its discretion (without stockholder approval or participant consent) and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to (i) altering the purchase price for the shares for any offering period, (ii) shortening any offering period so that the offering period ends on a new or earlier purchase date, (iii) allocating

shares, or (iv) such other changes and modifications as the Plan Administrator determines are necessary or appropriate.

**28. What is the effective date and duration of the Plan?**

The Plan became effective on June 16, 2023 and will expire on June 16, 2033, unless sooner terminated by the Board.

**29. What happens if there is a stock split?**

In the event of a stock dividend, stock split or similar capital adjustment to T-Mobile stock, the Plan Administrator will, in its sole discretion, in order to prevent dilution or enlargement of the benefits or potential benefits intended by T-Mobile to be made available under the Plan or with respect to any outstanding options under the Plan, proportionately adjust the number and kind of shares issuable under the Plan (both the total number of shares subject to the Plan and those subject to a periodic limit under the Plan), the number and kind of shares purchasable by each participant at the time and the per share purchase price of such shares.

**30. What happens if there is a merger, asset sale, dissolution or liquidation of T-Mobile?**

If there is a merger, sale of all or substantially all of the assets, dissolution, liquidation of T-Mobile or any unusual or nonrecurring transactions or events affecting T-Mobile, any affiliate of T-Mobile, or the financial statements of T-Mobile or any affiliates, or any changes in applicable law or accounting principles, or any similar transaction or event as determined by the Plan Administrator in its sole discretion, the Plan Administrator may, as it deems appropriate, make adjustments in the number, class of or price of shares available for purchase under the Plan and in the number of shares which you are entitled to purchase and any other adjustments it deems appropriate. In the event of any such transaction or event, the Plan Administrator may elect to have the options assumed or substituted by a successor entity, to terminate all outstanding options either prior to their expiration or upon completion of the next purchase date, to shorten the offering period by setting a new purchase date, or to take any other action deemed appropriate by the Plan Administrator.

## C. MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

T-Mobile intends that the Plan qualify as an “employee stock purchase plan” (“ESPP”) under Section 423 of the Code, although T-Mobile makes no representation or warranty of such status nor any promise to maintain any portion of the Plan as an ESPP under Section 423 of the Code.

The following is only a general summary of the material U.S. federal income tax consequences of participation in the Plan to U.S. participants who are subject to U.S. federal taxes. **If you are not a U.S. taxpayer, the taxing jurisdiction or jurisdictions that apply to you will determine the tax effect of your participation in the Plan.**

You should understand that the summary below is general in nature and does not address all aspects of U.S. federal tax laws that may be relevant to you, in light of your own particular circumstances. Therefore, you should not rely on this summary for a complete statement of such U.S. tax laws and regulations or for individual tax compliance, planning or decisions. The summary is based on the Code, applicable regulations promulgated under the Code, rulings and other guidance issued by the Internal Revenue Service and judicial decisions now in effect, all of which are subject to change, possibly with retroactive effect. The summary does not address estate or gift taxes or any foreign, state or local tax consequences. **Accordingly, you are strongly urged to consult with your own tax advisor regarding the U.S. federal, state, local and foreign tax considerations relating to your participation in the Plan in light of your own particular circumstances.**

### 1. General

For U.S. federal income tax purposes, T-Mobile is deemed to grant you an “option” on the first day of each offering period under the Plan to purchase as many shares of T-Mobile stock as you are able to purchase with the payroll deductions credited to your account during the offering period, subject to certain limits set forth in the Plan. On the last day of each offering period, the purchase price is determined and you are deemed to have exercised the “option” and to have purchased the number of shares of T-Mobile stock your accumulated payroll deductions can purchase at the purchase price.

No income will be recognized by you either when the “option” is granted or at the time you purchase shares of T-Mobile stock pursuant to the Plan. Rather, you will recognize income in the year in which there is a disposition of shares of T-Mobile stock that you acquire under the Plan. Such a disposition will generally include any transfer of legal title, including a transfer by sale, exchange or gift, but will generally not include a transfer to your spouse, a transfer into joint ownership (if you remain one of the joint owners), a pledge, a transfer by bequest or inheritance following your death or certain tax-free exchanges permitted under the Code.

### 2. Holding Period Requirements

*a. Overview.* The U.S. federal income tax consequences of a sale or other disposition of shares of T-Mobile stock purchased pursuant to the Plan generally will depend on your personal tax situation, the purchase and sale price of the shares, and the period of time that you

hold the shares prior to disposing of them. The tax consequences depend on whether or not you hold the shares for (i) two years after the date the deemed "option" is granted (the first day of an offering period) and (ii) one year after the deemed "option" is exercised and T-Mobile stock is purchased (the last day of the offering period).

For example, assume that fictional "X corporation" has an ESPP similar to the Plan and that, in an offering beginning April 1, 2024 and ending September 30, 2024, an employee of X corporation acquires 100 shares of X corporation stock on September 30, 2024, the last day of the offering period. If the employee holds the shares until April 1, 2026, which is two years from the April 1, 2024 "grant" of the option and more than one year after the option is "exercised" and the shares are purchased, then the employee would meet the holding period requirements described above.

*b. If the Minimum Holding Periods Are Met.* When the holding periods described above are met, your gain on the sale of shares of T-Mobile stock generally will be taxed at ordinary income rates in the year of the sale in an amount equal to the lesser of (i) the amount, if any, by which the fair market value of the shares on the date of the sale exceeded your actual purchase price and (ii) the amount, if any, by which the fair market value of the shares as of the beginning of the offering period in which you bought the shares exceeds the purchase price of such shares. Any further gain is taxed at long-term capital gain rates. Under current law, long-term capital gains of non-corporate taxpayers are, under certain circumstances, taxed at lower rates than items of ordinary income.

If you dispose of shares of T-Mobile stock acquired under the Plan for less than the price you actually paid for it, you will not recognize any ordinary income, and you will recognize a capital loss equal to the difference. This loss generally will be a long-term capital loss if you held the shares for more than 12 months.

*c. If the Minimum Holding Periods Are Not Met.* If you dispose of shares of T-Mobile stock acquired under the Plan before the expiration of the holding periods described above, you generally will recognize ordinary income to the extent of the difference between the fair market value of the T-Mobile stock on the date the option was exercised (the purchase date) and the price actually paid for the T-Mobile stock, regardless of the price at which you sell the T-Mobile stock. Any remaining gain will be short-term capital gain, taxed at ordinary income rates, if the shares of T-Mobile stock are held for 12 months or less, and will be long-term capital gain if the shares are held for more than 12 months. If you dispose of T-Mobile stock acquired under the Plan for less than the price you actually paid for it, you will recognize a capital loss equal to the difference.

### **3. Tax Deduction for T-Mobile**

T-Mobile (or any designated company that employs you) is entitled to a tax deduction only to the extent that you recognize income on the sale of shares of T-Mobile stock acquired under the Plan because you dispose of such shares before the holding periods set forth above are met. Any such deduction will be subject to any applicable limitations on deductions for employee remuneration under the Code.

#### **4. Code Section 409A**

T-Mobile intends that “options” granted under the Plan comply with, or otherwise are exempt from, Section 409A of the Code but makes no representation or warranty to that effect.

### **D. OTHER MATTERS**

#### **1. Equal Rights and Privileges**

All participants granted options under the Plan will have equal rights and privileges so that the Plan qualifies as an “employee stock purchase plan” within the meaning of Section 423 of the Code and applicable regulations thereunder. Any provision of the Plan that is inconsistent with Section 423 of the Code will, without further act or amendment by the Company or the Plan Administrator, be reformed to comply with the equal rights and privileges requirement of Section 423 of the Code or applicable regulations.

#### **2. Limitation of Rights**

Nothing in the Plan or in any shares issued under the Plan is evidence of any right to continued employment with T-Mobile or any designated company. You will not have any rights as a stockholder with respect to shares purchased or to be purchased under the Plan until such shares have been issued to you.

#### **3. Inapplicability of Certain Statutes; Unfunded Plan**

The Plan is not subject to (a) the participation, vesting or minimum funding provisions of the Employee Retirement Income Security Act of 1974 or (b) the provisions governing a pension, profit-sharing or stock bonus plan qualified under Section 401(a) of the Code. The Plan will be unfunded and will not create a trust or a separate fund or funds. The Plan does not create any fiduciary relationship between you and T-Mobile. Your rights under any options will not exceed the rights of general unsecured creditors of T-Mobile. The cash proceeds received by T-Mobile from the issuance of shares under the Plan are general funds of T-Mobile.

#### **4. Securities Registration**

T-Mobile intends to maintain a registration statement filed with the SEC for the shares that will be issued under the Plan, but has no obligation to do so. If the registration ceases to be effective, you may not be able to purchase or sell shares of T-Mobile stock without an exemption from registration under federal and state securities laws. Exemptions from registration are very limited and might be unavailable.

#### **5. Where You Can Find More Information**

T-Mobile is subject to the reporting and information requirements of the Exchange Act, and in accordance therewith, files periodic reports, proxy statements and other information with the SEC. Periodic reports, proxy statements and other information filed by T-Mobile in accordance with

the Exchange Act are publicly available through the SEC's web site at <http://www.sec.gov>. Such information is also publicly available free of charge on the investor relations section of T-Mobile's website at <https://investor.t-mobile.com> as soon as reasonably practicable after filing with the SEC. T-Mobile stock is listed on The NASDAQ Global Select Market under the ticker symbol "TMUS". Additional updating information with respect to the T-Mobile stock may be provided in the future to participants by means of appendices to this Prospectus or delivery of other documents.

The Company has filed with the SEC a Registration Statement on Form S-8 (including all amendments thereto, the "Registration Statement") with respect to the securities offered hereby. This Prospectus is a part of the Registration Statement and therefore does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information about the Company and the securities offered hereby, reference is made to the Registration Statement and the exhibits thereto, which are available through the SEC's web site at <http://www.sec.gov> and the investor relations section of T-Mobile's website at <https://investor.t-mobile.com>.

The SEC allows T-Mobile to "incorporate by reference" into this Prospectus certain documents which the Company has filed with the SEC, which means that T-Mobile can disclose important information to you by referring you to those documents. This information incorporated by reference is considered to be part of this Prospectus, and later information filed with the SEC will update and supersede this information. T-Mobile incorporates by reference the following documents and any future filings made with the SEC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act until this offering is completed (other than information deemed furnished and not filed in accordance with SEC rules, including Items 2.02 and 7.01 of Form 8-K and any exhibits included with such items):

- (a) T-Mobile's Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on February 14, 2023, which contains T-Mobile's audited financial statements for the latest fiscal year for which such statements have been filed, including the information specifically incorporated by reference into T-Mobile's Annual Report on Form 10 K from the Company's Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 28, 2023;
- (b) T-Mobile's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, filed with the SEC on April 27, 2023;
- (c) T-Mobile's Current Reports on Form 8-K filed with the SEC on January 19, 2023, February 3, 2023, February 9, 2023, February 13, 2023, March 10, 2023, March 20, 2023, May 1, 2023, May 11, 2023 (excluding Items 2.02 and 7.01 and any exhibits included with such Item); and
- (d) The description of T-Mobile stock contained in T-Mobile's Registration Statement on Form 8-A filed with the SEC on October 26, 2015, including any amendments or reports filed for the purpose of updating such description.

All documents filed by T-Mobile pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than information deemed furnished and not filed in accordance with SEC rules, including

Items 2.02 and 7.01 of Form 8-K and any exhibits included with such items) after the date of this Prospectus and prior to the filing of a post-effective amendment that indicates that T-Mobile has sold all securities offered or which deregisters all securities then remaining unsold are deemed to be incorporated by reference in this Prospectus. All such documents are deemed to be a part of this Prospectus from the respective dates of filing such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Prospectus is deemed to be modified or superseded for the purposes of this Prospectus to the extent that a statement contained in this Prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Prospectus modifies or supersedes such statement. Any such statement so modified or superseded will not be deemed to constitute a part of this Prospectus except as so modified or superseded.

Upon written or oral request, T-Mobile will provide you, without charge, additional information about the Plan and its administration and a copy of any or all documents referred to above other than exhibits to such documents. Please direct your requests to T-Mobile Stock Plan Administration, 12920 SE 38th Street Bellevue, Washington 98006, (425) 383-2134 or stockplan@t-mobile.com. If you previously received a copy of any of the documents described above, you may obtain an additional copy, without charge, upon written request directed to the same address.

You should rely only on the information incorporated by reference or provided in this Prospectus or any supplements. We have not authorized anyone to give you different information. You should not assume that the information incorporated by reference or provided in this Prospectus or any supplements is accurate as of any date other than the date on the front of the document.

T-MOBILE US, INC.

2014 EMPLOYEE STOCK PURCHASE PLAN

SUPPLEMENT

PUERTO RICO INCOME TAX CONSEQUENCES FOR BONA FIDE RESIDENTS OF PUERTO RICO

**THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.**

This supplement has been prepared to provide a general summary of the Puerto Rico income tax consequences regarding participation in the Amended and Restated 2014 Employee Stock Purchase Plan (the “Plan”) for participants who are bona fide residents of Puerto Rico who are subject to Puerto Rico income taxes.

This supplement is based on the tax and other laws concerning stock purchase rights in your country as of June, 2023. Such laws are often complex and may change frequently. As a result, the information contained in this supplement may be out of date at the time you purchase or sell shares you acquire under the Plan.

If you are a citizen or resident of another country or are considered a resident of another country for local law purposes, the information contained in this supplement may not be applicable to you.

You should understand that the summary below is general in nature and does not address all aspects of Puerto Rico tax laws that may be relevant to you, in light of your own particular circumstances. Therefore, you should not rely on this summary for a complete statement of such Puerto Rico tax laws and regulations or for individual tax compliance, planning and decisions. This summary is based on the provisions of the Internal Revenue Code for a New Puerto Rico, as amended (the “PR-Code”), its regulations and other guidance issued by the Puerto Rico Treasury Department and judicial decisions now in effect, all of which are subject to change, possibly with retroactive effect. This summary does not address Puerto Rico estate or gift taxes or any foreign tax consequences. **Accordingly, you are strongly urged to consult with your own tax advisor regarding the Puerto Rico tax considerations relating to your participation in the Plan in light of your particular circumstances.**

**Tax consequences to the Participant**

**At the time of Grant-** For Puerto Rico income tax purposes, T-Mobile is deemed to grant you an “option” on the first day of each offering period under the Plan to purchase as many shares of T-Mobile stock as you are able to purchase with the payroll deductions credited to your account during the offering period, subject to certain limits set forth in the Plan. Pursuant to current rules, the granting of such option is not considered a taxable event. That is, you will not realize taxable income upon the granting of the stock option.

**At Purchase-** Upon receipt of the T-Mobile stock, however, you will be in receipt of compensation to the extent of the difference between the option price and its fair market value. Such income will be taxable at the ordinary income tax rates. The current maximum individual tax rate is 33%. Such income will be subject to the applicable taxes at the current wage and social security withholding rates.

**Dividends-** You will be required to include the gross amount of any dividends in income for tax purposes in the year of receipt and will be subject to tax on those dividends at the ordinary income tax rates. This income also must be reported in your Puerto Rico Individual Income Tax Return. Your tax advisor can assist you in determining the tax treatment of any dividends you receive on the T-Mobile stock acquired under the Plan and the availability of any foreign tax credit.

**Subsequent Sale of Shares-** Your “basis” in the T-Mobile stock will be equal to the amount you paid for the T-Mobile stock plus the amount of taxable income realized upon the purchase of such shares. If the amount realized upon a subsequent sale or disposition of the stock exceeds your “basis”, you will realize a gain.

The tax treatment to be given to such gain depends upon how long you hold the shares. If you hold the T-Mobile stock for more than one (1) year after the purchase date, the gain realized, if any, is a long-term capital gain. Such gain will be subject to a current maximum tax of 15%. If you hold the T-Mobile stock for less than one (1) year from the date of purchase, the gain constitutes a short-term capital gain taxable at ordinary income tax rates. The current maximum individual tax rate is 33%. Therefore, you generally will receive favorable Puerto Rico income tax treatment on sales of T-Mobile stock that you purchase under the Plan if you hold such shares for at least one (1) year after their purchase date.

If you dispose of the shares of T-Mobile stock acquired under the Plan for less than your “basis” (*i.e.*, “the amount you paid for the stock plus the amount of taxable income realized upon the purchase of the shares”), you will recognize a capital loss equal to the difference. This loss generally will be a short-term capital loss if you sell the shares within one (1) year of date of purchase or a long-term capital loss if you held the shares for more than one (1) year from the date of purchase.

#### **Tax Reporting Obligations**

You are required to report the taxable amount as compensation in your Puerto Rico Income Tax Return or before April 15 of the year following the calendar year of the taxable event.

#### **Tax consequences to T-Mobile**

Under the PR-Code, T-Mobile may claim a tax deduction in an amount equal to the amount included in your gross income for the taxable year in which you recognized the income at the time of the purchase of T-Mobile stock under the Plan. Any such deduction will be subject to any applicable limitations on deductions for employee remuneration under the PR-Code.