

THIS DOCUMENT CONSTITUTES PART OF A
PROSPECTUS COVERING SECURITIES THAT
WE HAVE REGISTERED UNDER THE
SECURITIES ACT OF 1933

T-MOBILE US, INC.

**81,775,000 Shares of common stock, par value \$0.00001 per share,
Issuable under the T-Mobile US, Inc. 2013 Omnibus Incentive Plan, as amended**

This Prospectus relates to the offer and sale of up to 81,775,000 shares of T-Mobile US, Inc. (the “**Company**”) common stock, par value \$0.00001 per share (“**Shares**”), to certain of our Service Providers (as defined below) under the T-Mobile US, Inc. 2013 Omnibus Incentive Plan (as amended from time to time, the “**Plan**”). The actual number of Shares that may be issued pursuant to awards under the Plan is the sum of (i) 81,775,000 plus (ii) a number of Shares equal to the number of Shares which, as of June 4, 2013, were subject to outstanding awards under the MetroPCS Communications, Inc. 2004 Equity Incentive Compensation Plan and/or the MetroPCS Communications, Inc. 2010 Equity Incentive Compensation Plan (collectively, the “**Predecessor Plans**”) that, following June 4, 2013 are (or were, as applicable) canceled or terminated, or that expired or lapsed for any reason without the issuance of such Shares. The outstanding common stock of the Company is listed on the NASDAQ Global Select Market under the ticker symbol “TMUS.”

The Plan authorizes discretionary grants of nonqualified stock options, restricted stock, restricted stock units (“**RSUs**”), stock appreciation rights (“**SARs**”), and other stock-based and cash-based incentive awards to eligible service providers of the Company and its qualifying affiliates. The Plan also authorizes the grant to employees of the Company and its qualifying subsidiaries of stock options that are intended to qualify as “incentive stock options,” as that term is defined in Section 422 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

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.

You should rely only on the information contained in this document or that we have referred to you. We have not authorized anyone to provide you with information that is different. We are offering to sell, and seeking offers to buy, Shares 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: Attention: Stock Plan Administration at 12920 SE 38th Street, Bellevue, WA 98006, or by e-mail at stockplan@t-mobile.com. To obtain information by telephone, please call Stock Plan Administration at (425) 383-2134.

THE DATE OF THIS PROSPECTUS IS JUNE 18, 2018

PART 1 - SUMMARY OF PLAN

On June 4, 2013, our stockholders approved the Plan, and on August 7, 2013, the Company amended and restated the Plan. On February 14, 2018, our Board of Directors (the “**Board**”) approved an amendment to the Plan, which became effective on June 13, 2018, the date on which the amendment was approved by our stockholders.

The purpose of the Plan is to enhance our ability to attract and retain highly qualified employees, officers, consultants and advisors of the Company and non-employee members of the Board (collectively, “**Service Providers**”), as determined by the Board – Service Providers whose judgment, interest and special effort our success largely is dependent. The Plan is further intended to motivate such Service Providers to expend maximum effort to improve our business results and earnings, by providing an opportunity to acquire or increase a direct proprietary interest in the operations and future successes of the Company.

The Plan authorizes discretionary grants of nonqualified stock options, restricted stock, restricted stock units, stock appreciation rights, and other stock-based and cash-based incentive awards to Service Providers of the Company and its qualifying affiliates. The Plan also authorizes the grant to employees of the Company and its qualifying subsidiaries of stock options that are intended to qualify as “incentive stock options,” as that term is defined in Section 422 of the Code.

The Plan is not a qualified pension, profit-sharing or stock bonus plan within the meaning of Section 401(a) of the Code. Further, the Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974.

The following summary of the Plan is subject to, and qualified in its entirety by reference to, all the provisions of the Plan, a copy of which may be obtained upon request, without charge, by contacting:

Attn: Stock Plan Administration
T-Mobile US, Inc.
12920 SE 38th Street
Bellevue, WA 98006
E-mail: stockplan@t-mobile.com
Tel.: (425) 383-2134

Eligibility

Awards may be granted under the Plan to employees, officers, consultants and advisors of the Company and its qualifying affiliates or non-employee members of the Board, as determined by the Board. Only employees of the Company and its qualifying subsidiaries are eligible to be granted options that are intended to qualify as “incentive stock options” under Section 422 of the Code.

Number of Shares

The total number of Shares originally available for grants under the Plan was equal to (i) 63,275,000, plus (ii) any Shares that, as of June 4, 2013, were subject to outstanding awards under the Predecessor Plans that, following June 4, 2013 are (or were, as applicable) canceled or terminated, or that expired or lapsed for any reason without the issuance of such Shares (the “**Predecessor Plan Shares**”). Following the approval of the Amendment by our stockholders, the number of Shares authorized for issuance under the Plan, as amended by the Amendment, was increased by 18,500,000 Shares to a total of 81,775,000 Shares (plus any Predecessor Plan Shares).

If any award is canceled, terminates, expires or lapses for any reason prior to the issuance of Shares, the Shares subject to such awards will not count against the aggregate number of Shares available for grant under the Plan. In addition, the following items will not count against the aggregate number of Shares available for grant under the Plan: (a) the payment in cash of dividends or dividend equivalents under any outstanding award, (b) any award that is settled in cash rather than by issuance of Shares, or (c) awards granted in assumption of or in substitution for awards previously granted by an acquired company. Shares tendered or withheld to pay the exercise price of any

option or to satisfy tax withholding requirements with respect to any award will continue to count against the aggregate number of Shares available for grant under the Plan.

Shares issued pursuant to the Plan may be authorized but unissued shares, treasury shares or shares purchased on the open market or otherwise.

Administration

The Board has the authority to administer the Plan and to delegate its authority to administer the Plan to one or more committees or subcommittees of the Board, subject to any applicable stock exchange requirements (the administrator of the Plan, the “**Administrator**”). The Board retains the power to exercise any authority of the Administrator that the Board has otherwise delegated. The Board may also give one or more individuals the authority to make awards to certain non-executive employees of the Company, to the extent permitted by law. The Administrator has the authority to select individuals to whom awards may be granted, the type of awards granted and the terms of any such awards (subject to the following limitations).

The Board has delegated its authority to the Compensation Committee of the Board (the “**Compensation Committee**”) to administer the Plan. The Compensation Committee has established the Section 16 Subcommittee, which, unless otherwise determined by the Compensation Committee, has the sole authority to approve all equity or equity-based awards to the Company’s Section 16 officers. The Compensation Committee has also delegated authority to the Company’s Executive Vice President, Human Resources, to grant awards to employees who are not Section 16 officers (subject to certain limitations established by the Compensation Committee).

All determinations and decisions made by the Administrator pursuant to the Plan, any award or any award agreement will be final, binding and conclusive. The Administrator cannot be liable for any action or determination made in good faith with respect to the Plan, any award or award agreement.

Award Agreements; Forfeiture of Awards and Clawback of Gains

Each award will be evidenced by an award agreement between you and the Company, setting forth the terms and provisions applicable to the award. An award may be contingent upon you executing the appropriate award agreement. Under the Plan, if you violate, breach or are in conflict with any employment agreement, non-competition agreement, any agreement prohibiting solicitation of our employees or our clients or any Company confidentiality obligation or you are otherwise in competition with us, to the extent specified in your award agreement, we have the right to cause a forfeiture of your award or a gain realized under an award. Additionally, your award may be forfeited if you are terminated for “cause,” as defined in the applicable award agreement.

The Plan provides that all awards are subject to the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act regarding the recovery of erroneously awarded compensation, any implementing rules and regulations under such act, as well as to all other federal, state and local laws and Company policies related to the recovery of compensation that are adopted from time to time by the Company.

Types of Awards

Pursuant to the Plan, the Administrator may grant Service Providers stock options, SARs, restricted stock, RSUs, performance awards and other stock-based and cash-based awards. An award may be granted by the Administrator at any time, either alone or in addition to, in tandem with, or in substitution or exchange for any other award granted under another Company plan.

Stock Options. Stock options entitle the holder to purchase a specified number of shares of common stock at a specified price (the exercise price), subject to the terms and conditions of the stock option grant. The Administrator may grant either incentive stock options (“**ISOs**”), which must comply with Section 422 of the Code, or nonqualified stock options (“**NQSOs**”). The Administrator sets exercise prices and terms of options and determines whether the option is intended to be an ISO or NQSO, except that stock options must be granted with an exercise price not less than 100% (or, with respect to ISOs granted to individuals who hold more than 10% of our stock, 110%) of the fair

market value of the Shares on the date of grant (excluding stock options granted in connection with assuming or substituting stock options in acquisition transactions). Unless the Administrator determines otherwise, fair market value means, as of a given date, the closing price of our common stock. At the time of grant, the Administrator determines the terms and conditions of stock options, including the quantity, exercise price, vesting periods, term (which cannot exceed ten years or, with respect to ISOs granted to individuals who hold more than 10% of our stock, five years) and restrictions on exercise.

Once an option has vested, it can be exercised by delivering an exercise notice to the Company and paying the applicable exercise price (and any related withholding taxes), and the optionholder will be entitled to receive the number of Shares with respect to which the option was exercised. Unless otherwise determined by the Administrator and set forth in your award agreement, you will have no rights as a stockholder until the Shares covered under your stock option have been issued to you following exercise,

SARs. The Plan provides for the grant of SARs, either in tandem with the number of shares underlying stock options or other awards granted under the Plan or as a freestanding award. Each SAR entitles the holder, upon exercise, to receive a payment equal to the excess of the fair market value of one Share on the date of exercise over the SAR exercise price of the SAR, as determined by the Administrator. This payment may be made in cash or Shares, as determined by the Administrator. The award agreement applicable to any SAR will specify the exercise price, which will be fixed on the date of grant, and generally may not be less than the fair market value of a Share on that date. The Administrator establishes all of the terms and conditions of any SAR, including when a SAR may be exercised and the term of a SAR, which cannot be more than 10 years from the date of grant.

Restricted Stock and RSUs. The Administrator may grant awards of restricted stock, which are shares of common stock subject to specified restrictions, and RSUs, which represent the right to receive shares of the common stock in the future. These awards may be made subject to repurchase, forfeiture or vesting restrictions at the Administrator's discretion. The restrictions may be based on continuous service with the Company and/or the attainment of specified performance goals, as determined by the Administrator. RSUs may be paid in stock or cash or a combination of stock and cash, as determined by the Administrator.

If you receive a restricted stock award, to the extent required by law, you will be required to purchase the restricted stock from us for a price equal to the greater of the aggregate par value of the Shares represented by your restricted stock or the purchase price as specified in your award agreement.

Unless otherwise determined by the Administrator, holders of restricted stock will have rights as stockholders of the Company, including voting and dividend rights. Holders of RSUs will not have any rights as stockholders unless and until the shares underlying such RSUs are paid to the holder (unless otherwise determined by the Administrator).

Performance Awards. The Plan authorizes the Administrator to grant awards conditioned on the attainment of certain performance goals over a performance period of at least one year, which includes cash-based annual or long-term incentive awards. Cash-based annual incentive awards have a performance period equal to the Company's fiscal year (or another 12-month period approved by the Committee). Performance awards may be denominated in cash or Shares and may be paid in cash, Shares, or a combination thereof, as determined by the Administrator.

Under Section 162(m) of the Code ("**Section 162(m)**"), we generally are prohibited from deducting compensation paid to our principal executive officer and other "covered employees" in excess of \$1 million per person in any year. For taxable years beginning on or before December 31, 2017, this deduction limit included an exception for "qualified performance-based compensation." The recently-enacted Tax Cuts and Jobs Act of 2017 (the "**Tax Act**") eliminated the exemption for "qualified performance-based compensation" for tax years beginning after December 31, 2017. The Tax Act includes a grandfather provision, pursuant to which compensation that is provided pursuant to a written binding contract in effect on November 2, 2017, and which has not been modified in any material respect on or after that date, will not be subject to the amendments made to Section 162(m) by the Tax Act.

If the Administrator intended an award previously granted under the Plan to qualify as "performance-based" compensation under Section 162(m), the performance goals selected by the Committee were based on the attainment of specified levels of one, or any combination, of one or more performance criteria specified in the Plan for the Company on a consolidated basis, and/or specified subsidiaries, divisions business segments or business units.

Other Stock-Based Awards. The Plan permits the Administrator to grant other stock-based awards, which are awards valued in whole or in part by reference to, or otherwise based on, our common stock. Such awards may be granted in lieu of other cash or compensation you are entitled to or may be used in settlement of amounts payable in Shares under any other Company compensation plan or arrangement. The Administrator has the authority to determine all terms and conditions of such other stock-based award, including the vesting schedule (if any) and the number of Shares subject to the award.

Dividends and Dividend Equivalents. To the extent set forth in your award agreement, you may be entitled to receive dividends or dividend equivalents with respect to the Shares subject to your award. The terms and conditions of a dividend equivalent right will be included in your applicable award agreement. If you are credited with a dividend equivalent, in the Administrator's sole discretion, it may be paid currently or may be deemed to be reinvested in additional Shares or other of our securities at a price per unit equal to the fair market value of a Share on the date such dividend was paid to stockholders and paid on a deferred basis.

Form of Payment for Options and Restricted Stock

You may pay the exercise price of an option or the purchase price for restricted stock either in cash or, to the extent permitted under your award agreement, by tendering Shares with a fair market value at the date of the exercise or surrender, as applicable, equal to the exercise price or purchase price, as applicable (or portion thereof which you do not pay in cash). In addition, payment of the option exercise price may be made by a cashless exercise as described under the Plan, to the extent permitted by law and provided for in your award agreement. If your award agreement so provides, the exercise price of an option or the purchase price for restricted stock may also be made in any other form that is consistent with applicable laws, regulations and rules.

Award Limits

Subject to any changes in capitalization permitted under the Plan (further described below under *Effect of Changes in Capitalization and Certain Transactions*), the following award limits apply under the Plan:

ISOs. A total of 81,775,000 Shares may be issued pursuant to ISOs granted under the Plan.

Individual Award Limits for Section 162(m) – Share-Based Awards. The maximum number of each type of award (other than cash-based performance awards) previously granted under the Plan that were intended to constitute “performance-based compensation” under Section 162(m) of the Code was as follows: (i) options and SARs could not cover more than 5,000,000 Shares in any calendar year, and (ii) all Share-based performance awards (including restricted stock, RSUs and other stock-based awards that are performance awards) could not cover more than 2,000,000 Shares in any calendar year.

Individual Award Limits for Section 162(m) – Cash-Based Awards. Cash-based performance awards previously granted under the Plan that were intended to constitute “performance-based compensation” under Section 162(m) of the Code could not exceed (i) \$10,000,000 for any award that was an “Annual Incentive Award” as defined under the Plan in any calendar year and (ii) \$10,000,000 for all other cash-based performance awards in any calendar year.

Limits on Awards to Non-Employee Directors. If you are a non-employee member of the Board, you may not receive more than \$400,000 in equity-based awards under the Plan during any one year. This limit is based on the fair market value of the Shares underlying the award as of the grant date in the case of restricted stock, RSUs or other stock-based awards, and based on the applicable grant date fair value for accounting purposes in the case of options or SARs.

Transferability of Awards

You may not assign or transfer your award, except by your will or as permitted under the laws of descent and distribution. During your lifetime, only you personally (or your personal representative) may exercise rights under the Plan. However, if authorized by your award agreement, you may transfer, not for value, all or part of an award

(other than an ISO) to any spouse, former spouse, child, stepchild, grandchild, parent, stepparent, grandparent, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister in-law, including your adoptive relationships, any person sharing your household (other than a tenant or employee) and any trust, foundation or entity, in accordance with Plan terms (a “**Family Member**”). After a permitted transfer, the award will continue to be subject to the same terms and conditions as it was before the transfer. Subsequent transfers of your award are only permitted if made to another of your Family Members or by will or the laws of descent and distribution.

Withholding for Payment of Taxes

The Company and its affiliates can deduct, from payments of any kind otherwise due to you, any applicable federal, state or local taxes that are required by law to be withheld (i) with respect to the vesting of or other lapse of restrictions applicable to an award, (ii) upon the issuance of any Shares upon the exercise of an option or SAR or (iii) otherwise due in connection with an award. We will reasonably determine the amount necessary for you to satisfy such withholding obligation. The Company and its affiliates have the discretion to allow you to elect to pay the applicable taxes by having us withhold the minimum required number of Shares otherwise issuable to you, or by delivering to us Shares you already own. Any Shares so withheld or delivered must have an aggregate fair market value equal to the applicable withholding obligations. The fair market value of the Shares is determined as of the date that the withholding tax is to be determined. Only Shares not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements may be used to satisfy your withholding obligation.

No Repricing

Without prior stockholder approval, the Administrator may not (a) lower the exercise or grant price of a stock option or SAR after it is granted, except in connection with certain adjustments to our corporate or capital structure permitted by the Plan, such as stock splits, (b) take any other action that is treated as a “repricing” under generally accepted accounting principles, or (c) cancel a stock option or SAR at a time when its exercise price exceeds the fair market value of the underlying stock, in exchange for cash, another stock option or SAR, restricted stock, RSUs or other equity award, unless the cancellation and exchange occur in connection with a change in capitalization or other similar change permitted by the Plan.

Effect of Changes in Capitalization and Certain Transactions

If the number of outstanding Shares is increased or decreased, the Shares are changed into or exchanged for a different kind of shares or other securities due to any recapitalization, reclassification, stock split, reverse split, combination of shares, exchange of shares, stock dividend or other distribution payable in capital stock, or other increase or decrease in such shares effected without receipt of consideration by the Company, or there occurs any spin-off, split-up, extraordinary cash dividend or other distribution of our assets, then the number and kinds of shares for which awards are outstanding and for which grants of awards may be made under the Plan will be equitably adjusted, in accordance with Section 409A of the Code (if applicable), including the Plan Share limit and any per-person award limits. Additionally, the exercise price of any outstanding options and SARs will be equitably adjusted, in accordance with Section 409A of the Code.

Subject to the change in control provisions discussed below, in the event that the Company experiences a liquidation, dissolution, reorganization, merger, exchange or consolidation involving Shares (a “**Transaction**”), each outstanding award will be treated as provided for in the definitive agreement entered into in connection with the Transaction, or if the treatment of outstanding awards is not provided for in the definitive Transaction agreement, you will be entitled to receive the Transaction consideration with respect to the shares underlying such award (subject to the satisfaction of any vesting or other restrictions as determined by the Administrator).

Without limiting the foregoing, upon a Transaction where the consideration paid to stockholders is not entirely comprised of shares of common stock of the acquiring company, the Administrator may elect to cancel all outstanding options and SARs as long as (i) holders of options and SARs are given at least 15 days’ notice prior to the Transaction to exercise their options or SARs (to the extent otherwise exercisable) or (ii) the holders of options and SARs are paid in cash for each Share covered by the cancelled options and SARs an amount equal to the excess, if any, of the purchase price paid per Share to stockholders in the Transaction over the exercise price per Share for the

cancelled options and SARs (provided, that if the amount payable with respect to such cancelled options and SARs would be zero or less, such options and SARs may be cancelled without payment).

Change in Control

Under the Plan, in the event of a change in control of the Company (as defined in the Plan) in which outstanding awards are not assumed, converted or replaced by the resulting entity, then upon the change in control all outstanding awards other than performance awards will become fully exercisable, all restrictions will lapse, and such awards will become vested and nonforfeitable, and all performance awards will be deemed to be satisfied and paid at the greater of (a) target or (b) the actual level of performance determined as if the applicable performance period had ended as of (i) the last trading day immediately preceding the change in control or (ii) if determined by the Administrator to be necessary or appropriate based on the applicable performance goal, as of another specified date preceding the change in control (e.g., the Company's preceding fiscal quarter end), prorated up to and including the date of the change in control.

In the event of a change in control in which outstanding awards are assumed, converted or replaced by the resulting entity, all outstanding awards other than performance awards will become fully exercisable, all restrictions will lapse, and such awards will become vested and nonforfeitable, and all performance awards will be deemed to be satisfied and paid at the greater of (a) target or (b) the actual level of performance determined as if the applicable performance period had ended as of (i) the last trading day immediately preceding the change in control or (ii) if determined by the Administrator to be necessary or appropriate based on the applicable performance goal, as of another specified date preceding the change in control (e.g., the Company's preceding fiscal quarter end) (without proration) if, within one year after the change in control the participant's employment or service is terminated by the Company other than for cause or by the participant for good reason.

Notwithstanding the foregoing, in the event of a change in control, all outstanding awards held by non-employee directors will become fully exercisable, all restrictions will lapse, and such awards will become vested and nonforfeitable, and any specified performance goals will be deemed to be satisfied at the greater of (a) target or (b) the actual level of performance determined as if the applicable performance period had ended as of (i) the last trading day immediately preceding the change in control or (ii) if determined by the Administrator to be necessary or appropriate based on the applicable performance goal, as of another specified date preceding the change in control (e.g., the Company's preceding fiscal quarter end).

Amendment and Termination of Plan

The Plan will terminate automatically on June 4, 2023, unless terminated earlier by the Board. No awards can be granted after the Plan terminates. The Board may amend, suspend or terminate the Plan at any time, provided that any amendment will be subject to stockholder approval to the extent required by applicable law or regulation or applicable stock exchange listing requirements. Generally, no amendment, suspension or termination of the Plan may materially impair your rights under an outstanding award without your consent.

PART 2 - CERTAIN FEDERAL INCOME TAX CONSEQUENCES

This section contains only a general discussion of the potential United States federal income tax consequences to you under the Plan based on current law. State or local tax rules, and tax rules applicable in jurisdictions outside the United States, are not discussed. The federal income tax consequences relating to the Plan are complex and this summary is not intended to provide you with tax advice. You should consult with your personal tax advisor regarding such consequences.

Incentive Stock Options

ISOs granted under the Plan are subject to the applicable provisions of the Code, including Section 422 of the Code. Generally, you will recognize no income at the time of grant of an ISO, when it vests or when the ISO is exercised (however, the amount by which the fair market value of the Shares exceeds the option exercise price will be an “item of adjustment” for purposes of the alternative minimum tax). If Shares are issued to you upon the exercise of an ISO and you make no “disqualifying disposition” (as defined in the Code) of such Shares within one year after the exercise of the ISO or within two years after the date the ISO was granted, then (i) upon sale of the Shares acquired by exercise of the ISO, any amount realized in excess of the exercise price will be taxable at capital gains rates and any loss sustained will be a capital loss, and (ii) we will not be allowed to take any deduction for federal income tax purposes at that time. The applicable capital gain tax rate will depend on how long the Shares were held and on your income tax bracket.

If you make a “disqualifying disposition” of such Shares (i.e., you sell or dispose of the Shares prior to the holding periods set forth above), you will realize ordinary income in an amount equal to the excess of the fair market value of the Shares purchased at the time of exercise (or, if less, the fair market value of the Shares at the time of sale) over the exercise price, and we will be entitled to a federal income tax deduction equal to such amount. If such a sale or disposition takes place in the year in which you exercise the ISO, the income you recognize upon your sale or disposition of the Shares will not be considered income for alternative minimum tax purposes. Otherwise, if you sell or otherwise dispose of the Shares before the end of either the one-year or two-year period specified above, the maximum amount that will be included as alternative minimum tax income is the gain, if any, you recognize on the disposition of the Shares.

An ISO exercised more than three months after you terminate employment, other than by reason of death or disability, will be taxed as a non-qualified stock option, and you will have been deemed to have received income on the exercise taxable at ordinary income rates. We will be entitled to a tax deduction equal to the ordinary income, if any, recognized by you.

Nonqualified Stock Options

Generally, with respect to NQSOs granted under the Plan, (i) you will recognize no income at the time the NQSO is granted or vests (nor will we be entitled to a deduction at those times), (ii) at exercise, you will recognize ordinary income in an amount equal to the difference between the exercise price and the fair market value of the Shares on the date of exercise, and we will receive a tax deduction for the same amount, and (iii) on disposition, appreciation or depreciation after the date of exercise is treated as a capital gain or loss, in which case the applicable capital gain tax rate will depend on how long you held the Shares and on your income tax bracket.

Stock Appreciation Rights

Generally, with respect to each SAR granted under the Plan, (i) you will recognize no income at the time the SAR is granted or vests (nor will we be entitled to a deduction at those times), and (ii) at exercise, you will recognize ordinary income in an amount equal to the difference between the SAR exercise price per Share and the fair market value of a Share on the date of exercise. We will receive a tax deduction for the same amount.

Restricted Stock

For federal income tax purposes, you will not have taxable income on the grant of unvested restricted stock, nor will we then be entitled to any deduction, unless you make a valid election under Section 83(b) of the Code. However, when restrictions on shares of restricted stock lapse, such that the shares are no longer subject to a substantial risk of forfeiture, you generally will recognize ordinary income, and we will be entitled to a corresponding deduction in an amount equal to the difference between the fair market value of the shares at the date such restrictions lapse over the purchase price, if any, paid for the restricted stock.

If you make a valid election under Section 83(b) of the Code with respect to restricted stock, you generally will recognize ordinary income at the date of issuance of the restricted stock in an amount equal to the difference, if any, between the fair market value of the shares at that date over the purchase price, if any, for the restricted stock, and we will be entitled to a deduction for the same amount.

Restricted Stock Units

If you are awarded RSUs under the Plan, you generally will not recognize income and we will not be allowed a deduction at the time the award is granted. When you receive payment for RSUs in cash or Shares, the amount of the cash and/or the fair market value of the Shares received (as applicable) will be taxed as ordinary income to you and we will be entitled to a corresponding deduction for federal income tax purposes.

Other Awards

The current federal income tax consequences of other awards authorized under the Plan generally follow certain basic patterns: nontransferable restricted stock subject to a substantial risk of forfeiture results in income recognition equal to the excess of the fair market value over the price paid, if any, only at the time the restrictions lapse (unless the recipient elects to accelerate recognition as of the date of grant); stock-based performance awards and other types of awards are generally subject to income tax at the time of payment, vesting or settlement based on the fair market value of the award on that date. Compensation otherwise effectively deferred will generally be subject to income taxation when paid. In each of the foregoing cases, we will generally have a corresponding deduction at the time the participant recognizes income.

Section 409A of the Code

Certain awards granted under the Plan may provide for the deferral of compensation subject to Section 409A of the Code, including RSUs and other stock-based awards. Generally, a deferral of compensation occurs for purposes of Section 409A of the Code when an award vests in one year, but payment under the award is not made until a later year. If you receive an award that is subject to Section 409A of the Code and the terms of the award do not comply with certain requirements of Section 409A of the Code, ordinary income under the award may be accelerated to the year of vesting, rather than the year of payment. Further, you may be required to pay an additional 20% penalty tax on the value of the award, as well as additional interest penalties and state taxes. To the extent applicable, the Plan and awards granted under the Plan have been and will be structured and interpreted to either comply with or be exempt from Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance that may be issued under Section 409A of the Code.

To the extent determined necessary or appropriate by the Administrator, the Plan and applicable award agreements may be amended to further comply with Section 409A of the Code or to exempt the applicable awards from Section 409A of the Code.

Section 162(m) of the Code

In general, Section 162(m) denies a deduction to any publicly held corporation for compensation paid to certain “covered employees” in a taxable year to the extent that compensation to such covered employee exceeds \$1,000,000. However, for taxable years beginning on or before December 31, 2017, this deduction limit included an

exception for “qualified performance-based compensation.” The recently-enacted Tax Act eliminated the exemption for “qualified performance-based compensation” for tax years beginning after December 31, 2017.

In order to qualify for the “qualified performance-based compensation” exemption, Section 162(m) (as in effect prior to the Tax Act) generally requires that (1) the award is granted by a compensation committee composed solely of two or more “outside directors,” (2) the plan contains a per-employee limitation on the number of awards which may be granted during a specified period, (3) the material terms of the plan are disclosed to and approved by the stockholders, (4) for stock options and SARs, the amount of compensation an employee could receive is based solely on an increase in the value of the Shares after the date of the grant (which requires that the exercise price of the option is not less than the fair market value of the Shares on the date of grant), and for awards other than options and SARs, established performance criteria that must be met before the award actually will vest or be paid, and (5) in the case of awards other than stock options and SARs, the compensation committee has certified that the performance goals have been met prior to payment.

The Plan was designed to permit the Committee to grant awards intended to qualify as “performance-based compensation” under Section 162(m). However, in light of the repeal of the performance-based compensation exception to Section 162(m), the Committee may in the future approve compensation that would not have qualified as performance-based compensation under Section 162(m) as in effect prior to the Tax Act.

PART 3 - RESTRICTIONS ON RESALE

In no event may you sell Shares, whether acquired pursuant to the Plan or otherwise, if you are in possession of material information regarding the Company that has not been publicly disclosed or otherwise would violate the Company’s Policy on Securities Trading, as amended. In addition, certain employees are subject to periodic blackouts during which they may not trade Shares. Employees subject to blackout will be notified in advance of a blackout window.

Further, if you are one of our “affiliates” as defined in Rule 405 under the Securities Act of 1933, as amended (the “**Securities Act**”), resales of Shares that you acquire under awards under the Plan will be subject to the volume, manner of sale and reporting requirements of Rule 144 under the Securities Act (“**Rule 144**”) unless we register your Shares under the Securities Act for resale pursuant to a separate prospectus. If you are an “insider” subject to Section 16 of the Securities Exchange Act of 1934 (the “**Exchange Act**”), resales of Shares that you acquire under awards pursuant to the Plan may be “matched” with non-exempt purchases of Shares within the previous or following six months for purposes of the “short-swing profits” recovery provisions of Section 16(b) of the Exchange Act.

You are advised to consult with counsel regarding the application of Rule 144, Section 16 of the Exchange Act and other federal and state securities laws applicable to resales of Shares that you acquire pursuant to the Plan.

PART 4 - ADDITIONAL INFORMATION

We have filed registration statements with respect to the Shares offered under the Plan with the SEC under the Securities Act. These registration statements incorporate by reference certain documents including our most recent Annual Report on Form 10-K and all subsequent reports on Form 10-K, Form 10-Q and Form 8-K, our proxy statements, and a description of the Shares filed under the Exchange Act, which documents are also incorporated by reference in this Prospectus.

We will promptly furnish, without charge and upon your request, a copy of any of the documents incorporated by reference in the registration statements and in this Prospectus (other than exhibits to such documents which are not specifically incorporated by reference in such documents), as well as our most recent Annual Report to Stockholders and any and all documents supplementing or updating the information contained in this Prospectus (including Plan information previously delivered, if requested). Such requests should be addressed to Stock Plan Administration at 12920 SE 38th Street, Bellevue, WA 98006, or by e-mail at stockplan@t-mobile.com. To obtain information by telephone, please call Stock Plan Administration at (425) 383-2134.

PART 5 - INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, which we have filed with the SEC, are incorporated by reference in this Prospectus:

- Our Annual Report on Form 10-K for the year ended December 31, 2017, filed with the SEC on February 8, 2018 (File No. 001-33409);
- Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, filed with the SEC on May 1, 2018 (File No. 001-33409);
- Our Current Reports on Form 8-K filed with the SEC on January 22, 2018 (two Current Reports), January 25, 2018, February 21, 2018, February 22, 2018, March 30, 2018, April 30, 2018, May 4, 2018, May 17, 2018, May 21, 2018, June 14, 2018 and June 18, 2018 (other than information furnished and not filed); and
- The description of our common stock contained in our Registration Statement on Form 8-A filed with the SEC on October 26, 2015 (File No. 001-33409), including any amendment or report filed for the purpose of updating such information.

All documents filed by us pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the filing of a post-effective amendment which indicates that the Company 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 this Prospectus or 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 a written or oral request, the Company will provide copies of all documents which it has incorporated into this Prospectus by reference (not including the exhibits to such documents, unless such exhibits are specifically incorporated by reference in such documents) without charge to each person, including any beneficial owner, to whom the Company has delivered this Prospectus. Upon written or oral request, the Company will also provide copies of this Prospectus, as amended or supplemented from time to time, any other documents (or parts of documents) that constitute part of the Prospectus under Section 10(a) of the Securities Act, or which Rule 428(b) under the Securities Act requires us to deliver, and its Annual Report to Stockholders, without charge to each such person. Such persons should direct all requests to:

Attn: Stock Plan Administration
T-Mobile US, Inc.
12920 SE 38th Street
Bellevue, WA 98006
E-mail: stockplan@t-mobile.com
Tel.: (425) 383-2134