U.S. Department of Justice

United States Attorney
Southern District of New York

The Silvio J. Mollo Building
One Saint Andrew's Plaza 950
New York, New York 10007

Criminal Division
Fraud Section

Bond Building
1400 New York Ave, NW 11th Floor
Washington, DC 20005

September 21, 2017

David M. Stuart, Esq.
Rachel G. Skaistis, Esq.
Cravath, Swaine, & Moore, LLP
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019

Angela T. Burgess, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

Re: *United States v. Telia Company AB* Deferred Prosecution Agreement

17cr581

Dear Counsel:

Defendant Telia Company AB (the "Company"), by its undersigned representatives, pursuant to authority granted by the Company's Board of Directors, and the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Southern District of New York (the "Fraud Section and the Office"), enter into this deferred prosecution agreement (the "Agreement"), the terms and conditions of which are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached one-count criminal Information in the United States District Court for the Southern District of New York charging the Company with one count of conspiracy to commit

an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Sections 78dd-1, 78dd-2, and 78dd-3. In so doing, the Company: (a) knowingly waives its right to indictment on this charge, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts") and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Southern District of New York.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the attached Statement of Facts, and that the allegations described in the Information and the facts described in the attached Statement of Facts are true and accurate. Should the Fraud Section and the Office pursue the prosecution that is deferred by this Agreement, the Company stipulates to the admissibility of the attached Statement of Facts in any proceeding by the Fraud Section or the Office, including any trial, guilty plea, or sentencing proceeding, and will not contradict anything in the attached Statement of Facts at any such proceeding.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the "Term"). The Company agrees, however, that, in the event the Fraud Section and the Office determine, in their sole discretion,

that the Company has knowingly violated any provision of this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section and the Office's right to proceed as provided in Paragraphs 13-17 below. If the Court rejects the Agreement, all the provisions of the Agreement shall be deemed null and void, and the Term shall be deemed to have not begun.

Relevant Considerations

4. The Fraud Section and the Office enter into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

a. the Company did not receive voluntary disclosure credit because it did not voluntarily and timely disclose to the Fraud Section and the Office the conduct described in the Statement of Facts attached hereto as Attachment A;

b. the Company received full credit for its cooperation with the Fraud Section and the Office's investigation, including conducting a thorough internal investigation; making regular factual presentations to the Fraud Section and the Office; providing to the Fraud Section and the Office all relevant facts known to it, including information about the individuals involved in the conduct described in the attached Statement of Facts; voluntarily assisting in making former employees available for interviews in the United States; producing documents to the Fraud Section and the Office from foreign countries in ways that were consistent with relevant foreign data privacy and security laws; and collecting, analyzing, translating, and organizing voluminous evidence and information for the Fraud Section and the Office;

c. the Company engaged in extensive remedial measures, including terminating all individuals involved in the misconduct; terminating all individuals who had a

supervisory role over those engaged in the misconduct, including every member of the Company's board who took part in the decision to enter Uzbekistan, or failed to detect the corrupt conduct described in the attached Statement of Facts; creating a new and robust compliance function throughout the company; implementing a comprehensive anti-corruption program; and overhauling the Company's corporate governance structure;

d. the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

e. based on the Company's remediation and the state of its compliance program, the Fraud Section and the Office determined that an independent compliance monitor was unnecessary;

f. the nature and seriousness of the offense conduct, including the large amount of bribes paid, totaling approximately $331 million, and the involvement of high-level management;

g. the Company has no prior criminal history;

h. the Company has agreed to continue to cooperate with the Fraud Section and the Office as described in Paragraph 5 below; and

i. accordingly, after considering (a) through (h) above, the Company received an aggregate discount of 25% off of the bottom of the otherwise-applicable U.S. Sentencing Guidelines fine range in connection with this Agreement.

Future Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Fraud Section and the Office in any

and all matters relating to the conduct described in this Agreement and the attached Statement of Facts, and other conduct related to corrupt payments under investigation by the Fraud Section and the Office at any time during the Term of this Agreement, subject to applicable law and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term specified in paragraph 3. At the request of the Fraud Section and the Office, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, its subsidiaries or affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement, Attachment A, and other conduct related to possible corrupt payments under investigation by the Fraud Section and the Office at any time during the Term of this Agreement. The Company agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following, subject to local law and regulations, including relevant data privacy and national security laws and regulations:

a. The Company shall truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or attorney work product doctrine with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section and the Office, upon request, any document, record or other tangible evidence about which the Fraud Section

and the Office may inquire of the Company.

b. Upon request of the Fraud Section and the Office, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Fraud Section and the Office the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Fraud Section and the Office pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Fraud Section and the Office, in their sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company learn of any evidence or allegations of conduct that may constitute a violation of the FCPA anti-bribery provisions had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegation to the Fraud Section and

the Office.

Payment of Monetary Penalty

7. The Fraud Section and the Office and the Company agree that application of the United States Sentencing Guidelines ("USSG" or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

a. The 2016 USSG are applicable to this matter.

b. Offense Level. Based upon USSG § 2C1.1, the total offense level is 46, calculated as follows:

(a)(2) Base Offense Level	12
(b)(1) Multiple Bribes	+2
(b)(2) Value of benefit received more than $250,000,000	+28
(b)(3) Public official in a high-level decision-making position	+4
TOTAL	46

c. Base Fine. Based upon USSG § 8C2.4(a)(2), the base fine is $457,169,977 (as the pecuniary gain exceeds the fine indicated in the Offense Level Fine Table, namely $150,000,000).

d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 8, calculated as follows:

(a) Base Culpability Score	5
(b)(1) the organization had 5,000 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+5
(g) The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	-2
TOTAL	8

Calculation of Fine Range

Base Fine	$457,169,977
Multipliers	1.60(min)/3.20(max)
Fine Range	$731,471,963 / $1,462,943,926

The Company agrees to pay total monetary penalties in the amount of $548,603,972 (the "Total Criminal Penalty"), $500,000 of which will be paid as a criminal fine and $40,000,000 of which will be paid as forfeiture by the Company on behalf of its Uzbek subsidiary, Coscom LLC, as part of the subsidiary's guilty plea. The Company will pay $274,603,972 of the Total Criminal Penalty to the United States Treasury within ten business days of the sentencing hearing by the Court of Telia's subsidiary Coscom LLC in connection with its guilty plea and plea agreement entered into simultaneously herewith, except that the parties agree that any criminal penalties that might be imposed by the Court on Telia's subsidiary Coscom LLC in connection with its guilty plea and plea agreement, including the contemplated fine of $500,000 and $40,000,000 in forfeiture, will be deducted from the $274,603,972. The Total Criminal Penalty will be offset by up to $274,000,000 for any criminal penalties paid to the Organization of the Public Prosecution Service of the Netherlands ("Dutch Prosecution Service") in connection with

the settlement of the Company's potential prosecution in the Netherlands. Should any amount of such payment to the Dutch Prosecution Service be returned to the Company or any affiliated entity for any reason, the remaining balance of the Total Criminal Penalty will be paid to the U.S. Treasury within ten business days of such event. The Company and the Fraud Section and the Office agree that this penalty is appropriate given the facts and circumstances of this case, including the Company's full cooperation and extensive remediation in this matter. The Total Criminal Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section and the Office that $548,603,972 is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a higher fine, although the Fraud Section and the Office agree that under those circumstances, it will recommend to the Court that any amount paid under this Agreement should be offset against any fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the Total Criminal Penalty. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the penalty or disgorgement amounts that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the attached Statement of Facts.

Conditional Release from Liability

8. Subject to Paragraphs 13-15, the Fraud Section and the Office agree, except as provided in this Agreement, that it will not bring any criminal or civil case against the Company or any of its direct or indirect affiliates, subsidiaries, or joint ventures, other than the Company's

Uzbek subsidiary Coscom LLC, relating to any of the conduct described in the attached Statement of Facts or the criminal Information filed pursuant to this Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the attached Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.

Corporate Compliance Program

9. The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

10. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company

agrees to modify its existing compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

Deferred Prosecution

11. In consideration of the undertakings agreed to by the Company herein, the Fraud Section and the Office agree that any prosecution of the Company for the conduct set forth in the attached Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that is not set forth in the attached Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

12. The Fraud Section and the Office further agree that if the Company fully complies with all of its obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months of the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1, and agree not to file charges in the future against the Company based on the conduct described in this Agreement and the attached Statement of Facts.

Breach of the Agreement

13. If, during the Term of this Agreement, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program as set forth in Paragraphs 9 and 10 of this Agreement and Attachment C; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Fraud Section and the Office become aware of such a breach after the Term is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section and the Office in the U.S. District Court for the Southern District of New York or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company. Any such prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that

the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section and the Office are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

14. In the event the Fraud Section and the Office determine that the Company has breached this Agreement, the Fraud Section and the Office agree to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company shall have the opportunity to respond to the Fraud Section and the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Fraud Section and the Office shall consider in determining whether to pursue prosecution of the Company.

15. In the event that the Fraud Section and the Office determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Fraud Section and the Office or to the Court, including the attached Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Fraud Section and the Office against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of

Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer, or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

16. The Company acknowledges that the Fraud Section and the Office have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

17. Thirty days prior to the end of the period of deferred prosecution specified in this Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Fraud Section and the Office that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

18. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of the Agreement, the Company sells, merges, or transfers all or substantially all of its business operations, or all or

substantially all of the business operations of its subsidiaries involved in the conduct described in the attached Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include, as determined in the sole discretion of the Fraud Section and the Office (considering all relevant factors related to the transaction and the Agreement), in any contract for such sale, merger, transfer, or other change in corporate form provisions to bind the purchaser, or any successor in interest thereto, to any or all obligations described in this Agreement. The Company shall provide notice to the Fraud Section and the Office at least thirty days prior to undertaking any such sale, merger, transfer, or other change in corporate form in order to give the Fraud Section and the Office an opportunity to determine if such change in corporate form would impact the terms or obligations of the Agreement.

19. Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, if, during the Term of the Agreement, the Company undertakes any change in corporate form that involves business operations that are material to the consolidated financial statements of the Company as a whole, or to the financial statements of its subsidiaries involved in the conduct described in the attached Statement of Facts, as they exist as of the date of this Agreement, whether such transaction is structured as a sale, asset sale, merger, transfer, or other similar transaction, the Company shall provide notice to the Fraud Section and the Office at least thirty (30) days prior to undertaking any such transaction. If such transaction (or series of transactions) is completed and has the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined in the sole discretion of the Fraud Section and the Office (considering all relevant factors related to the transaction and the Agreement), it shall be deemed a breach of this Agreement subject to Paragraphs 13-17 of this Agreement.

Public Statements by Company

20. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the attached Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 13-15 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the attached Statement of Facts will be imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determines that a public statement by any such person contradicts in whole or in part a statement contained in the attached Statement of Facts, the Fraud Section and the Office shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the attached Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the attached Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

21. The Company agrees that if it or any of its direct or indirect subsidiaries or

affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the Fraud Section and the Office to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Fraud Section and the Office and the Company; and (b) whether the Fraud Section and the Office has any objection to the release.

22. The Fraud Section and the Office agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the Fraud Section and the Office is not agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

23. This Agreement is binding on the Company and the Fraud Section and the Office but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section and the Office will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.

Notice

24. Any notice to the Fraud Section and the Office under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Deputy Chief, FCPA Unit, Fraud Section, Criminal Division, U.S.

Department of Justice, 1400 New York Ave, NW, 11th Floor, Washington, DC 20005 and Chief, Criminal Division, United States Attorney's Office for the Southern District of New York, 1 St. Andrew's Plaza New York City, NY 10007. Any notice to the Company under this Agreement shall be given by personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Jonas Bengtsson (or his successor), Senior Vice President and General Counsel, Telia Company AB, 169 94 Solna, Sweden, and David Stuart, Cravath, Swaine, & Moore, LLP, Worldwide Plaza, 825 Eighth Avenue, New York, NY 10019-7475. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company.

Complete Agreement

25. This Agreement sets forth all the terms of the agreement between the Company and the Fraud Section and the Office. No amendments, modifications, or additions to this Agreement shall be valid unless they are in writing and signed by the Fraud Section and the Office, the attorneys for the Company, and a duly authorized representative of the Company.

AGREED:

Date: 21 Sept. 2017

By: _____
Jonas Bengtsson
Senior Vice President and General Counsel
Telia Company AB

Date: 9/21/17

By: _____
David M. Stuart
Rachel G. Skaistis
Cravath, Swaine, & Moore, LLP

Angela T. Burgess
Davis Polk

Counsel to Telia Company AB

FOR THE DEPARTMENT OF JUSTICE:

SANDRA L. MOSER
Acting Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: September 21, 2017

By: _____
Nicola J. Mrazek
Senior Litigation Counsel
Ephraim Wernick
Trial Attorney

JOON H. KIM
Acting United States Attorney
Southern District of New York

Date: September 21, 2017

By: _____
Edward Imperatore
Assistant United States Attorney

_____
Joan M. Loughnane
Deputy United States Attorney

COMPANY OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for Telia Company AB (the "Company"). I understand the terms of this Agreement and voluntarily agree, on behalf of the Company, to each of its terms. Before signing this Agreement, I consulted outside counsel for the Company. Counsel fully advised me of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with the Board of Directors of the Company. I have advised and caused outside counsel for the Company to advise the Board of Directors fully of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into the Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of the Company, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Senior Vice President and General Counsel for the Company and that I have been duly authorized by the Company to execute this Agreement on behalf of the Company.

Date: 21 Sept. 2017

Telia Company AB

By: _____

Jonas Bengtsson
Senior Vice President and General Counsel

CERTIFICATE OF COUNSEL

I am counsel for Telia Company AB (the "Company") in the matter covered by this Agreement. In connection with such representation, I have examined relevant Company documents and have discussed the terms of this Agreement with the Company Board of Directors. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of the Company has been duly authorized to enter into this Agreement on behalf of the Company and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of the Company and is a valid and binding obligation of the Company. Further, I have carefully reviewed the terms of this Agreement with the Board of Directors and the Senior Vice President and General Counsel of the Company. I have fully advised them of the rights of the Company, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of the Company to enter into this Agreement, based on the authorization of the Board of Directors, is an informed and voluntary one.

Date: 9/21/17

By: _____

David M. Stuart
Rachel G. Skaistis
Cravath, Swaine, & Moore

Angela T. Burgess
Davis Polk

Counsel for Telia Company AB

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Southern District of New York (collectively, the "Fraud Section and the Office") and Telia Company AB. Telia Company AB admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the Fraud Section and the Office pursue the prosecution that is deferred by this Agreement, Telia Company AB agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts took place during the relevant time frame and establish beyond a reasonable doubt the charges set forth in the Criminal Information attached to this Agreement.

I. Introduction

A. The Uzbek Regulatory Regime for Telecommunications

1. The Uzbek Agency for Communications and Information ("UzACI") was an Uzbek governmental entity authorized to regulate operations and formulate state policy in the sphere of communication, information, and the use of radio spectrum in Uzbekistan. As such, UzACI was a "department," "agency," and "instrumentality" of a foreign government, as those terms are used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1(f)(1); 78dd-2(h)(2); and 78dd-3(f)(2).

B. TELIA and Other Relevant Entities and Individuals

2. From in or around 2002 to the present, Telia Company AB, formerly named TeliaSonera AB ("TELIA"), was a multinational telecommunications company headquartered and incorporated in Sweden. During the period of in or around 2002 until on or about September 5, 2007, TELIA maintained a class of securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, Title 15 United States Code Section 78*l*, and was required to file periodic reports with the SEC under Section 15(d) of the Securities Exchange Act, Title 15 United States Code Section 78o(d). Accordingly, during that time period, TELIA was an "issuer" as that term is used in the FCPA.

3. TELIA had direct and indirect subsidiaries and engaged in joint ventures in various countries around the world through which it conducted telecommunications business. During the relevant time frame, TELIA employed over 20,000 people in six operating business areas organized based on geographic territory.

4. Executive A was a high-ranking executive of TELIA who had authority over TELIA's Eurasian Business Area.

5. As described below, in or around 2007, TELIA began operating its mobile telecommunications business in Uzbekistan through its indirect subsidiary Coscom LLC ("Coscom"), which was headquartered and incorporated in Uzbekistan.

6. TELIA indirectly owned 100% of TeliaSonera UTA Holding B.V. ("Telia UTA"). From in and around December 2007 to the present, Telia UTA held between 74% and 94% of TeliaSonera Uzbek Telecom Holding B.V. ("Telia Uzbek"). Telia Uzbek held 99.97% of Coscom, and the remaining .03% was held directly by Telia UTA.

7. "Foreign Official," an individual whose identity is known to the United States, was an Uzbek government official and a relative of a high-ranking Uzbek government official. The Foreign Official had influence over decisions made by UzACI. The Foreign Official was a "foreign official" as that term is used in the FCPA.

8. "Shell Company" was a company incorporated in Gibraltar that was beneficially owned by the Foreign Official.

9. "Associate A," an individual whose identity is known to the United States, was the Foreign Official's close associate. When the Shell Company was incorporated in 2004, Associate A was approximately 20 years old and was the Shell Company's purported sole owner and director.

10. "Associate B," an individual whose identity is known to the United States, was a chief executive at one of Coscom's primary competitors in Uzbekistan. Associate B also represented the Shell Company and the Foreign Official in their business dealings with TELIA and its subsidiaries, including Coscom.

II. Overview of the Corrupt Bribery Scheme

11. As discussed in more detail below, TELIA, Executive A, and Coscom conspired with others to make approximately $331 million in corrupt payments to the Foreign Official in exchange for the Foreign Official's agreement to expand TELIA's and Coscom's share of Uzbekistan's telecommunications market. Executive A and certain management and employees within TELIA and affiliated entities (hereinafter referred to singularly and collectively as "certain TELIA management") and certain management and employees of Coscom (hereinafter referred to singularly and collectively as "certain Coscom management") understood that they had to regularly pay the Foreign Official millions of dollars in order to enter the Uzbek

telecommunications market and continue to operate there. As a result of its corrupt conduct, TELIA's pecuniary gain was approximately $457 million from its Uzbek telecommunications operations.

12. As described in more detail below, TELIA took the following corrupt actions and made the following corrupt payments, totaling approximately $331,200,000, to benefit the Foreign Official in order to enter and continue to operate in Uzbekistan:

a. First, before entering the Uzbek market, Executive A and certain TELIA management understood that TELIA was required to enter into a corrupt partnership with the Foreign Official in order to operate in Uzbekistan. Certain TELIA management negotiated the terms of the corrupt partnership with Associate B, who represented the Foreign Official.

b. On or about July 4, 2007, Telia UTA entered into a cooperation agreement with Associate B, who signed the agreement on behalf of the "Uzbek Partner." The "Uzbek Partner" was defined in the agreement as Associate B "or his nominee," though Executive A and certain TELIA management knew Associate B was acting on behalf of the Foreign Official. The cooperation agreement set forth basic terms that later would be formalized as part of a Shareholders Agreement, including that the "Uzbek Partner" would receive a net balance of $30 million and shares of Telia Uzbek, the 99.97% owner of Coscom, with the option to sell the shares back to Telia UTA at a substantial profit for the Foreign Official.

c. Soon after the cooperation agreement was signed, in or around August 2007, Executive A and certain TELIA management authorized a corrupt bribe payment of approximately $2 million to be made by certain Coscom management to Associate B for the benefit of the Foreign Official.

d. In or around December 2007, TELIA acquired 3G frequencies for Coscom through a payment to the Shell Company of $80 million. In or around the same time, a TELIA subsidiary entered into a corrupt Shareholders Agreement with the Shell Company whereby the Shell Company acquired an indirect 26% ownership interest in Coscom for $50 million, with the right for the Shell Company to exercise an option to sell shares back at a substantial profit. The net result of these transactions was that TELIA made, through the Shell Company, a $30 million bribe payment to the Foreign Official and transferred an indirect 26% ownership interest in Coscom to the Foreign Official, along with a valuable put option, as contemplated in the July 4, 2007, cooperation agreement, which Executive A and certain TELIA management understood was necessary for TELIA to enter the Uzbek telecom market.

e. In or around September 2008, Telia Uzbek paid a $9.2 million bribe to the Shell Company to benefit the Foreign Official and facilitate Coscom's acquisition of a number series and network codes, as well as to continue to conduct business in Uzbekistan.

f. In or around February 2010, Executive A and certain TELIA management authorized a $220 million bribe payment to the Shell Company to benefit the Foreign Official in order to continue its telecom business in Uzbekistan, after the Shell Company exercised its option under the Shareholder Agreement to sell back 20% of its 26% ownership interest in Coscom.

g. In or around April and May 2010, Telia Uzbek entered into a series of agreements through which Telia Uzbek agreed to pay $15 million to a third-party vendor to assume a debt owed by a Swiss company that Executive A and certain TELIA management knew was beneficially owned by the Foreign Official. Shortly thereafter, TELIA forgave the debt owed by the Foreign Official's Swiss company in order to benefit the Foreign Official. In

return for this bribe, the Foreign Official enabled Coscom to obtain certain 4G frequencies and continue to do business in Uzbekistan.

h. During TELIA's entry to the Uzbek telecommunications market, TELIA and its subsidiaries used both U.S. citizens and U.S. companies (collectively "TELIA agents") to aid in establishing a corrupt relationship with the Foreign Official. Each TELIA agent was a "domestic concern" as that term is used in the FCPA.

i. Certain TELIA management and TELIA agents used U.S.-based email accounts to communicate with others and effectuate the scheme. In addition, TELIA and Coscom made and caused to be made, numerous corrupt payments that were routed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

j. During TELIA's entry to the Uzbek telecommunications market, at least one TELIA executive sent emails in furtherance of the corrupt scheme "while in the territory of the United States" as that term is used in the FCPA.

III. The Corrupt Bribery Scheme

A. The Formation of TELIA's Corrupt Partnership with the Foreign Official in 2007

13. In or around 2006 and 2007, TELIA sought to acquire a telecommunications company operating in Uzbekistan as part of its strategic plan of expansion in Eurasia. Executive A and certain TELIA management determined that a particularly attractive acquisition target was a U.S.-based telecommunications company that was the parent company of Coscom in Uzbekistan (referred to collectively as the "Acquisition Target"). At the time, the Acquisition Target had been engaged in negotiations with potential buyers from Russia and Qatar, but the

owners of the Acquisition Target learned that Uzbek authorities opposed the sale of Coscom to Russian or Qatari buyers.

14. On or about February 7, 2007, UzACI forced Coscom to shut down its telecom network for ten days, causing a large loss of revenue and subscribers.

15. Executive A and certain TELIA executives learned of the government's shutdown of Coscom, and that the Uzbek authorities wanted a European company to enter the Uzbek market to compete with the two existing Russian telecommunications companies in Uzbekistan. On or about February 20, 2007, certain TELIA management, including Executive A, a TELIA agent, and others emailed about their "multi-channel effort to relay the message to the Uzbek[] authorities. . . . This multichannel effort includes some very influential Eurasian people as well as people on the ground who are close to the [Foreign Official's high-ranking relative's] family circles."

16. On or about March 8, 2007, TELIA made a nonbinding offer to the Acquisition Target, which was conditioned upon a number of things, including TELIA finding a "strong local partner" in Uzbekistan. On March 13, 2007, the TELIA board of directors received a presentation on the acquisition opportunity, including the need for local partners. The board adopted a resolution "to conduct the negotiations and allocate the relevant corporate resources to conduct the due diligence of [the Acquisition Target] and its portfolio of mobile operators in Uzbekistan . . . ."

17. Executive A and certain TELIA management, with the help of TELIA agents and others, settled on the Foreign Official as the "strong local partner" that TELIA needed to do business in Uzbekistan, as demonstrated, in part, by the following:

- On or about March 16, 2007, certain TELIA management received a "[c]onfidential" email explaining that a TELIA letter had been "delivered to [the Foreign Official's

high-ranking relative]," it "went through the hands of [the Foreign Official and the Foreign Official's people who] were ready to meet on the subject," and there was a planned meeting with Associate B, "one of [the Foreign Official's] key person [sic] in the Telecom area."

- On or about March 20, 2007, certain TELIA management emailed other members of the acquisition team, including Executive A, that "[t]hrough various channels, we got to [the Foreign Official]'s telecom team and I have a scheduled meeting with [the Foreign Official's] CEO in charge of telecoms in Almaty on April 2nd. I also get the news from another channel that [the Foreign Official] would like to meet with a senior decision-maker of our group."

- On or about March 24, 2007, certain TELIA management emailed other members of the acquisition team, including Executive A, with an update: "We have received . . . confirmation that the Uzbekh [sic] authorities are fine with our potential acquisition . . . . We initiated several channels to get to [the Foreign Official's high-ranking relative]'s top elite who deal with the telecoms sector. . . . As a result of that, we have . . . [a] potential meeting with [the Foreign Official and the Foreign Official's] telecom colleagues soon. . . ."

- On or about April 2, 2007 and April 3, 2007, certain TELIA management, including Executive A, received an independent report that TELIA commissioned on the "Political Risk in the Telecommunications Sector of . . . Uzbekistan." The report included a section on "[f]urther potential issues" concerning which the author offered to provide "detailed analysis," including "[the Foreign Official] and [the Foreign Official's] relation to the proposed investment," including that "[i]t may be tempting to work in parallel or even through [the Foreign Official] . . . the more so because the [Foreign Official is] interested in the telecommunications industry. . . ."

- On or about May 15, 2007, Executive A received an internal memo summarizing what ultimately mirrored some of the key terms of the final partnership deal, including the Foreign Official's involvement. In relevant part, the memorandum stated, "Negotiations with the potential Uzbekh [sic] Partner: I made two trips to Tashkent in the last month and now have a preliminary hand-shake for principles of a potential partnership with [Associate B], the person who is the Chief Executive for [the Foreign Official]'s investment group. We are hoping to sign a Term Sheet with them within the next 10-15 days. [Associate B] will also come to Istanbul upon my invitation to meet with [Executive A] and the team. According to the proposed deal, the new local partners will [] bring in new . . . 3G frequencies as well as some technically value-adding assets, such as number blocks, into the company in exchange for 26% of the Uzbekh [sic] venture plus USD 32.5 millions [sic]." A similar memorandum was circulated among certain TELIA management, including Executive A, on May 17, 2007, as well.

18. Having made the decision to partner with the Foreign Official, TELIA was ready to formally acquire the Acquisition Target. On or about June 5, 2007, certain TELIA management, including Executive A, traveled to Tashkent to participate in separate meetings with Associate B and the owners of the Acquisition Target. On or about June 6, 2007, a TELIA subsidiary entered into a Memorandum of Understanding for the purchase of the Acquisition Target.

19. In materials for a June 11, 2007 board meeting created by certain TELIA management, including Executive A, about the acquisition, they took care to avoid any reference to the partnership with the Foreign Official. Instead, the Foreign Official's involvement was referred to only as a "strong local group who owns [Uzbek Bank], a leading bank in Uzbekistan and with business interests in various industries."

20. On or about June 11, 2007, the TELIA board of directors approved the acquisition with the condition "that a partnership agreement is signed with a suitable local partner no later than simultaneously with the transaction documents . . . ."

21. On or about June 20, 2007, certain TELIA management received an update from an outside legal advisor on the "Uzbek Partner Status," which documented the ongoing negotiations with Associate B. The update included a specific recommendation that TELIA structure the acquisition so as to remove itself from U.S. jurisdiction due to the FCPA:

> The relations with the Uzbek partner is [sic] rather delicate. As you know we are dealing with [Associate B], who is the general manager of [one of Coscom's primary competitors in Uzbekistan]. Contacts [of certain TELIA management] indicated that [Associate B] has the power to stri[ke] a deal on behalf of [the Foreign Official]. I attended two meetings with [Associate B] and at least at the second meeting, [Associate B] indirectly confirmed this. . . . During these meetings, [Associate B] asked [certain TELIA management] to come to [Associate B's] office and they had rather long private meetings. . . .

> We need to sign the Term Sheet and then the Option Agreement before the signing [of] the Merger Agreement with [the Acquisition Target]. This will require substantial negotiations with the Uzbek Partner. . . .
>
> It is important to take Coscom out of US structure for a couple of reasons including the FCPA. Let's discuss this in a telephone conversation when you are available. . . .

22. On or about July 3, 2007, TELIA's board of directors convened a teleconference concerning the acquisition. TELIA's board resolved to proceed with the acquisition of Acquisition Target through a wholly owned subsidiary for approximately $410 million plus $30 million for the acquisition of additional assets in Uzbekistan. In written materials, the TELIA board received an update from certain TELIA management, including Executive A, on the status of the local partnership agreement, which remained a condition of the board's June 11, 2007 decision to pursue the acquisition. The materials explained that a binding term sheet was expected to be signed the following day, that a merger with the local partner's company would be expected within three weeks after the acquisition, and UzACI would provide a letter supporting TELIA's entry into the Uzbek market prior to the merger.

23. On or about July 4, 2007, after weeks of negotiations with Associate B, Executive A signed a cooperation agreement on behalf of Sonera Hungary Holding B.V., which was later renamed Telia UTA, and the "Uzbek Partner." The "Uzbek Partner" was defined in the agreement as Associate B "or his nominee," though Executive A and certain TELIA management knew Associate B was acting on behalf of the Foreign Official. The July 4, 2007 cooperation agreement was signed by Associate B on behalf of the Uzbek Partner. Among other things, the cooperation agreement provided for the unnamed Uzbek Partner to provide licenses and frequencies to Coscom, and the Uzbek partner would receive a net balance of $30 million.

The "Key Principles" of the agreement included an option for the Uzbek partner to sell back shares approximately three years later.

24. The agreement with the Acquisition Target was entered into on or about July 6, 2007, and the acquisition was completed through payments and transfer of ownership on or about July 16, 2007.

25. Soon thereafter, on or about July 23, 2007, Associate B forwarded a letter from UzACI to certain TELIA management "express[ing] its gratitude" and showing a positive reaction to TELIA's interest in entering the Uzbek telecommunications market.

B. TELIA's Corrupt $2 Million Bribe Payment in August 2007

26. In or around August 2007, certain TELIA management, including Executive A, ordered a Coscom executive to make a corrupt, cash payment of approximately $2 million directly to the Foreign Official's representative, Associate B. In an email months later, one of the Coscom executives who executed the corrupt transaction complained to certain TELIA management, including Executive A, about how the Coscom executive's honor had been "spoiled" by the company when he was directed to make the "illegal transaction" to "our local partner[']s lia[i]son in the lobby of [a hotel] here in Tashkent."

C. TELIA's Corrupt Partnership with the Foreign Official and Its $30 Million Bribe Payment to the Foreign Official via the Shell Company in December 2007

27. Over the next two months, certain TELIA management engaged in final partnership negotiations with Associate B, who they knew was acting on behalf of the Foreign Official and the Shell Company.

28. In an email sent on or about November 21, 2007, a TELIA executive explained to certain TELIA management, including Executive A, the payment structure proposed by Associate B, which followed the precedent "used in the [other major telecom companies'] entries

into Uzbekistan" and involved TELIA paying $80 million to the Foreign Official for 3G frequencies and number blocks, and the Shell Company paying Telia UTA $50 million for a 26% share of the ownership of Coscom.

29. At the time, however, certain TELIA management knew that the proposed structure was risky insofar as there was no legal way to directly transfer frequencies in Uzbekistan. Indeed, on or about December 3, 2007, certain TELIA management received a legal opinion that "the right to use allocated radio frequencies cannot be transferred to other legal entities; a transfer of the ownership, privatization and permanent (termless) allocation of the radio frequencies . . . is not permitted. . . . [the Shell Company's Uzbek subsidiary] is not an owner of the allocated radio frequencies and therefore it is not entitled to dispose (sell, gran[t], etc) thereof. We believe. . . the Agreement shall be construed as invalid due to the contradiction to the applicable Uzbek legislation . . . [because] a transfer (by holder) of the issued license to other persons *is prohibited*."

30. On or about December 14, 2007, Telia Uzbek entered into a contract with the Shell Company, which provided that the Shell Company would be paid a total of $80 million if the Shell Company's Uzbek subsidiary sent a formal letter to UzACI repudiating its rights to use certain 3G frequencies and a numbering block (the "3G Agreement"). On or about December 17, 2007, Telia UTA also entered into a Share Purchase Agreement with the Shell Company, through which the Shell Company would receive the right to purchase a 26% ownership interest in Telia Uzbek for $50 million after the conditions of the 3G Contract were fulfilled (the "Share Purchase Agreement"). The Share Purchase Agreement also included a put option, which gave the Shell Company the option to sell shares back to Telia UTA after December 31, 2009 at a substantial profit to the Shell Company. A third agreement also was entered into between Telia

UTA, Telia Uzbek, and the Shell Company (the "Shareholders Agreement"), which set forth certain agreements concerning the ownership and operation of Telia Uzbek and was conditioned upon the fulfillment of the conditions of the Share Purchase Agreement. All of these agreements were signed by Executive A on behalf of the TELIA entities and by Associate A on behalf of the Shell Company, a person whom the TELIA representatives had never met and who had never participated in any negotiations.

31. On or about December 17, 2007, the Shell Company's Uzbek subsidiary repudiated 3G frequencies it had only just acquired from UzACI on or about November 1, 2007.

32. On or about December 27, 2007 UzACI issued a decision accepting the repudiation and reallocating the frequencies to Coscom. On or about that same day, an email from Associate B was forwarded to certain TELIA management, including Executive A, that included copies of the new frequencies being reallocated to Coscom and a request from Associate B that the agreed-upon payments to the Shell Company be made. On or about that same day, TELIA transferred approximately $80 million to the Shell Company's bank account in Riga, Latvia, through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

33. On the following day, on or about December 28, 2007, the Shell Company transferred approximately $50 million to Telia UTA to purchase the 26% ownership interest in Telia Uzbek. Certain TELIA management, including Executive A, understood that the net result of this transaction and the 3G Agreement was that TELIA was giving the Foreign Official $30 million, a 26% ownership interest in Coscom, and the option to obtain a much larger payment at a later date. Indeed, as explained below, the Foreign Official caused the Shell Company to

exercise its put option in or around February 2010, causing Telia UTA to buy back 20% of the Shell Company's 26% ownership interest in Telia Uzbek for approximately $220 million.

D. TELIA's $9.2 Million Bribe to the Foreign Official via the Shell Company in 2008

34. After the Shareholders Agreement was finalized with the Shell Company, certain TELIA management traveled to Tashkent to meet with certain Coscom management and Uzbek government officials between January 6 and 11, 2008. An email from an Istanbul-based public relations firm to certain TELIA management, including Executive A, on or about January 3, 2008, described the purpose of the trip, including the importance of meeting with government officials, which "means not only having personal relations with influential people, but also influencing the influential people." (emphasis in original). Certain TELIA management and the Foreign Official met during the Tashkent trip.

35. In the summer of 2008, certain TELIA management, including Executive A, negotiated with Associate B and authorized a $9.2 million bribe payment to the Foreign Official, through the Shell Company. The payment purportedly was for Coscom to acquire a number series of one million numbers and a network code, and the payment was structured along the same lines as the payment for the transfer of 3G frequencies in 2007.

36. The 2008 agreement with the Shell Company and accompanying $9.2 million payment was approved by certain TELIA management, including Executive A, without the need for approval by the TELIA board of directors. On or about September 15, 2008, certain TELIA management, including Executive A, received and approved a memo seeking authorization to execute the agreement with the Shell Company. On or about September 16, 2008, Telia Uzbek transferred $9.2 million to the Shell Company's bank account in Riga, Latvia, through

transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

E. TELIA's $220 Million Bribe to the Foreign Official via the Shell Company in 2010

37. The December 2007 Shareholders Agreement granted the Shell Company the right to sell back shares in Telia Uzbek to Telia UTA after December 31, 2009. On or about January 18, 2010, certain TELIA management, including Executive A, drafted and sent a memorandum to the TELIA board of directors seeking approval to purchase 20% of the Shell Company's 26% interest for a price not to exceed $220 million. As described in the memorandum, "[i]n the second half of December 2009, [the Shell Company] approached [TELIA] with the request to sell all or part of their stake in [Coscom]." The memorandum explained the predetermined sale price in the Shareholders Agreement as $112.5 million if the Shell Company exercised its option in 2010, and "if they exercise the right in 2011 or later, the price shall be the higher of USD 150 million and fair market value, currently in the magnitude of USD 250 million for 26 percent." The memorandum further explained that "[t]he objective is to maintain a good relationship with [the Shell Company] and extend the period they stay as a shareholder as long as possible," noting that the Shell Company could assist with currency conversion issues and with "the assurance of renewal of licenses including a new LTE license . . . ."

38. On or about January 22, 2010, TELIA's board of directors discussed the proposal to repurchase 20% of the Shell Company's 26% of ownership interest in Telia Uzbek. Certain TELIA management, including Executive A, set forth for the board of directors the terms of the proposed deal, including that the Shell Company would retain a 6% ownership stake and be required to stay in the partnership for at least another three years, at which point the floor price

for the sale of the remaining shares would be approximately $50 million. At one point, Executive A described the local partner as powerful, and explained that TELIA had the same local partner as a Coscom's competitor and that no one has dared to attack the company so far. Ultimately, the board approved the acquisition of the 20% interest "at a price not exceeding USD 220 million. . . ."

39. On or about January 25, 2010, Telia UTA, through certain TELIA management, entered into an agreement with the Shell Company through which the Shell Company agreed to sell 20% of its 26% ownership interest in Telia Uzbek for $220 million. In addition, on or about that same day, Telia UTA, Telia Uzbek, and the Shell Company entered into an Amendment Agreement to the Shareholders Agreement in which the Shell Company retained the right to sell its remaining 6% ownership interest after on or before February 15, 2013, for a floor price of $50 million. Both agreements were signed by certain TELIA management and by Associate A, on behalf of the Shell Company. On or about February 2, 2010, TELIA authorized a payment on its behalf of $220 million to the Shell Company's bank account in Hong Kong, through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

F. TELIA's $15 Million Corrupt Payment to Benefit the Foreign Official and Obtain 4G Frequencies in May and June 2010

40. On or about January 14, 2010, certain Coscom management emailed certain TELIA management, including Executive A, about a meeting with Associate B, in which they realized that Coscom was getting "only a wording addition to [Coscom's] current . . . licenses" and would not "be granted frequency band" for 4G. Discussions with Associate B regarding obtaining 4G frequencies continued over the next few months, with Associate B meeting in person with certain TELIA and Coscom management various times.

41. In or around April 2010, TELIA agreed to make a $15 million corrupt payment to benefit the Foreign Official in order to obtain certain 4G frequencies. The corrupt payment involved multiple transactions, in which TELIA essentially agreed to pay $15 million to a third-party vendor to assume a debt owed to that vendor by a Swiss company that was beneficially owned by the Foreign Official in exchange for purported "consulting services." To effectuate the corrupt payment, certain TELIA management, including Executive A, agreed to execute four separate agreements, which they understood would ultimately benefit the Foreign Official.

42. First, Telia Uzbek, a Swiss company that was beneficially owned by the Foreign Official ("Foreign Official's Swiss Company"), and a third-party vendor that was owed a debt by the Foreign Official's Swiss Company entered into an agreement, dated on or about April 14, 2010, in which Telia Uzbek agreed to acquire $15 million of the debt that the Foreign Official's Swiss Company's owed to the third-party vendor.

43. Second, Telia Uzbek entered into an undated agreement with the third-party vendor further governing the terms of purchase of the $15 million receivable against the Foreign Official's Swiss company.

44. Third, Telia Uzbek and the Foreign Official's Swiss Company entered into an agreement, dated on or about April 15, 2010, whereby the Foreign Official's Swiss company agreed to assist Coscom in acquiring certain 4G frequencies and not seek payment for such assistance, and in return, Telia Uzbek would forgive the Foreign Official's Swiss Company's $15 million debt after the 4G frequencies were obtained by Coscom.

45. Finally, Telia UTA, Telia Uzbek, and the Shell Company entered into a second amendment to the Shareholders Agreement on or about May 31, 2010, which increased the floor

price for the Shell Company's option to sell its 6% ownership interest in Telia Uzbek from $50 million to $75 million.

46. Certain TELIA management, including Executive A, handled and approved the transactions discussed above. On or about June 7, 2010, the TELIA board of directors met by teleconference and certain TELIA management explained to them that the deal resulted after "[o]ur Uzbek partners came into financial difficulties . . . ."

47. On or about June 7, 2010, Associate B emailed certain TELIA management, including Executive A, for payment of the $15 million. That same day, certain TELIA management responded, "as discussed over the phone, we'll wait for the copy of the Amended License Agreement executed by all parties, including the regulator [UzACI] and [a Coscom executive], before we make payment."

48. On or about June 11, 2010, UzACI issued a decision granting Coscom the right to use certain 4G frequencies that had previously been awarded to, and subsequently waived by, a Coscom competitor in Uzbekistan, for which Associate B served as chief executive officer. On or about the same day, a member of TELIA management, copying Executive A, sent Associate B confirmation that instructions had been made to make payment. On or about June 15, 2010, Telia Uzbek transferred $15 million to the third-party vendor to satisfy its obligations under the agreements. The $15 million payment was made through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

G. TELIA's $55 Million Bribe to the Foreign Official via the Shell Company in December 2010

49. In or around November and December 2010, TELIA entered into another corrupt transaction with the Shell Company to pay a bribe to the Foreign Official in return for additional 4G frequencies and assistance in obtaining a long-term agreement to lease a fiber optic network

from the Uzbek state telecom operator, Uzbektelecom. In or around September 2010, Associate B began discussions with certain TELIA management concerning a proposed services agreement between the Shell Company and Telia Uzbek. On or about October 17, 2010, certain TELIA management, including Executive A, drafted a proposal for the TELIA board of directors to review, which explained that the Shell Company, "a local Uzbek partner with good local market knowledge and good political connections," had offered Coscom additional 4G frequencies and the opportunity to lease fiber optic network from Uzbektelecom. The cost of the proposed deal was $75 million, with $20 million payable to Uzbektelecom in return for a 20-year lease and $55 million payable to the Shell Company. Certain TELIA management, including Executive A, estimated that the deal created "significant savings with a total present value of approximately USD 165 million." TELIA's board approved the transaction during a board meeting on or about October 22, 2010.

50. On or about November 1, 2010, Telia Uzbek entered into an agreement with the Shell Company, in which the Shell Company agreed to "conduct[] negotiations, preparation, submission, and support documentation packages required" to obtain permission from UzACI for Coscom to use certain 4G frequencies and to execute a long-term lease agreement with Uzbektelecom. In exchange, Telia Uzbek agreed to pay $55 million to the Shell Company. The agreement was signed by Associate A on behalf of the Shell Company.

51. On or about November 26, 2010, UzACI granted Coscom the right to use certain 4G frequencies, which had previously been held and waived by a Coscom competitor in Uzbekistan for which Associate B served as chief executive officer.

52. After the 4G frequencies were granted to Coscom, certain TELIA management, including Executive A, sought to fabricate a justification for the $55 million payment to the Shell

Company, because, unlike with the 3G frequency transaction, the Shell Company never held the relevant frequencies and therefore did not repudiate them. On or about December 6, 2010, Executive A emailed certain TELIA management, copying Associate B, proposing language for confirmation from the Shell Company that "payment to the State of Uzbekistan for the acquisition of authorizations and permits to use radio frequency bands from [Uzbek agencies, including UzACI] amounted to USD 54,000,000." On or about the same day, Associate B replied to certain TELIA management that the "only acceptable" confirmation from the Shell Company was that the "[the Shell Company] has incurred substantial expenses related to the execution of the [November Agreement]." On or about later that same day, Executive A and Associate B had a conversation about "a new version of the side letter." Ultimately, on or about December 10, 2010, the Shell Company submitted to Telia Uzbek a "Confirmation" that "the sum paid under the [November Agreement] includes payment for not exercising [the Shell Company]'s option to acquire the frequencies in question," despite there being no evidence that the Shell Company ever held such an option.

53. On or about December 16, 2010, TELIA transferred $55 million to the Shell Company's Swiss bank account, which was routed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

H. TELIA's Contemplation of Additional Bribe Payments and TELIA's Ongoing Relationship with the Shell Company

54. On or about April 21, 2012, TELIA received an anonymous complaint concerning certain Coscom management that was circulated among certain TELIA management, including Executive A, alleging, among other things, that "when [TELIA] took [the] Uzbekistan project, they promised 40MUSD and certain amount of stocks to the [Foreign Official]" and that the Foreign Official "was made partner for free."

55. In or around September 2012, Swedish public television broadcast a documentary that exposed TELIA's corrupt dealings with the Foreign Official and the Shell Company in Uzbekistan, and caused TELIA to initiate an internal investigation. Soon thereafter, the Swedish Prosecution Authority also opened an investigation into TELIA's corrupt dealings in Uzbekistan.

56. Notwithstanding the open investigations and public allegations of corruption, including against the Foreign Official and the Shell Company, TELIA failed to sever ties with the Shell Company, and certain TELIA management even considered paying more bribes to benefit the Foreign Official. For example, in or around October 2012, certain TELIA management considered entering into a service agreement that would have included $20 million in payments to benefit the Foreign Official, and certain TELIA management understood that efforts would have to be taken so that the agreements "won't be signed on behalf of [the Shell Company]."]." Although such an agreement was never executed, the Shell Company did remain a minority shareholder in Telia Uzbek until in or around the fall of 2015. At that time, Dutch authorities seized the Shell Company's shares in Telia Uzbek, which was incorporated in the Netherlands.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Telia Company AB ("Telia" or the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section and the United States Attorney's Office for the Southern District of New York (the "Fraud Section and the Office") regarding issues arising in relation to certain improper bribery payments to foreign officials to facilitate the ability of the Company to enter and operate in the telecommunications market in Uzbekistan; and

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Fraud Section and the Office; and

WHEREAS, the Company's Senior Vice President and General Counsel, Jonas Bengtsson, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such agreement with the Fraud Section and the Office;

Therefore, the Board of Directors has RESOLVED that:

1. The Company (a) acknowledges the filing of the one-count Information charging the Company with conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Sections 78dd-1, 78dd-2, and 78dd-3; (b) waives indictment on such charges and enters into a deferred prosecution agreement with the Fraud Section; and (c) agrees to accept a total criminal penalty against the Company totaling $548,603,972, and to pay such penalty with respect to the conduct described in the Information in the manner described in the Agreement;

2. The Company accepts the terms and conditions of this Agreement, including, but not limited to, (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); and (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District Court for the Southern District of New York; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement;

3. The Senior Vice President and General Counsel of the Company, Jonas Bengtsson, is hereby authorized, empowered and directed, on behalf of the Company, to execute the Deferred Prosecution Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Senior Vice President and General Counsel of Company, Jonas Bengtsson, may approve;

4. The Senior Vice President and General Counsel of the Company, Jonas Bengtsson, is hereby authorized, empowered and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of the Senior Vice President and General Counsel of the Company, Jonas Bengtsson, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: August 25, 2017

By: Marie Ehrling

Marie Ehrling
Chair of the Board
Telia Company AB

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.,* and other applicable anti-corruption laws, Telia Company AB ("Telia" or the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its existing compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

High-Level Commitment

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policy against violations of the anti-corruption laws and its compliance code.

Policies and Procedures

2. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable foreign law counterparts (collectively, the "anti-corruption laws,"), which policy shall be memorialized in a written compliance code.

3. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance code, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

4. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. The Company will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of the Company, in particular the foreign bribery risks facing the Company, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in the Company's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. The Company shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance code, policies, and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. The Company will implement mechanisms designed to ensure that its anti-corruption compliance code, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance code, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Internal Reporting and Investigation

10. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

11. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance code, policies, and procedures.

Enforcement and Discipline

12. The Company will implement mechanisms designed to effectively enforce its compliance code, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's anti-corruption compliance code, policies, and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or

perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance code, policies, and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's anti-corruption compliance code, policies, and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's

compliance code, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. The Company will ensure that the Company's compliance code, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and the Company's compliance code, policies, and procedures regarding anti-corruption laws; and

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

18. The Company will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's anti-corruption code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.