



**U.S. Department of Justice**

*United States Attorney  
Southern District of New York*

*Criminal Division  
Fraud Section*

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November 26, 2019

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2017R00965

(S1) 19 CRIM 884 (AJN)

Re: *United States v. Ericsson Egypt Ltd.*

Dear Counsel:

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the United States of America, by and through the Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the Office of the United States Attorney for the Southern District of New York (the "Office") (collectively, the "United States"), and the Defendant, Ericsson Egypt Ltd. ("Ericsson Egypt" or the "Defendant"), by and through its undersigned attorneys, and through its authorized representative, pursuant to authority granted by the Defendant's shareholders, hereby submit and enter into this plea agreement (the "Agreement"). The terms and conditions of this Agreement are as follows:

**The Defendant's Agreement**

1. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Defendant agrees to waive its right to grand jury indictment and its right to challenge venue in the District Court for the Southern District

of New York, and to plead guilty to a one-count criminal Information charging the Defendant 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, *see* Title 15, United States Code, Section 78dd-1. The Defendant further agrees to persist in that plea through sentencing and, as set forth below, to cooperate fully with the Fraud Section and the Office in their investigation into the conduct described in this Agreement and other conduct related to the conduct described in this Agreement and the Statement of Facts attached hereto as Exhibit 2 (the "Statement of Facts").

2. The Defendant understands that, to be guilty of this offense, the following essential elements of the offense must be satisfied:

Count One

- a. The agreement specified in the Information, and not some other agreement or agreements, existed between at least two people to violate the anti-bribery provision of the FCPA;
- b. the Defendant willfully joined in that agreement; and
- c. one of the conspirators committed an overt act during the period of the conspiracy to effect the object of the conspiracy.

3. The Defendant understands and agrees that this Agreement is between the Fraud Section and the Office and the Defendant and does not bind any other division or section of the Department of Justice or any other federal, state, or local prosecuting, administrative, or regulatory authority. Nevertheless, the Fraud Section and the Office will bring this Agreement and the nature and quality of the conduct, cooperation and remediation of the Defendant and its direct or indirect affiliates, parent companies, subsidiaries, and joint ventures, to the attention of other prosecuting

authorities or other agencies, as well as debarment authorities and Multilateral Development Banks (“MDBs”), if requested by the Defendant.

4. The Defendant agrees that this Agreement will be executed by an authorized corporate representative. The Defendant further agrees that a resolution duly adopted by the Defendant’s shareholders in the form attached to this Agreement as Exhibit 1 authorizes the Defendant to enter into this Agreement and take all necessary steps to effectuate this Agreement, and that the signatures on this Agreement by the Defendant and its counsel are authorized by the Defendant’s shareholders, on behalf of the Defendant.

5. The Defendant agrees that it has the full legal right, power, and authority to enter into and perform all of its obligations under this Agreement.

6. The Fraud Section and the Office enter into this Agreement based on the individual facts and circumstances presented by this case and Ericsson Egypt’s parent company, Telefonaktiebolaget LM Ericsson (the “Parent Company”), including:

- a. The Parent Company entered into a deferred prosecution agreement (the “DPA”) simultaneously to the Defendant entering its guilty plea;
- b. The Parent Company has agreed to pay a total criminal monetary penalty of \$520,650,432 to the United States Treasury relating to the same conduct;
- c. The Parent Company and the Defendant did not receive voluntary disclosure credit pursuant to the FCPA Corporate Enforcement Policy in the Department of Justice Manual (“JM”) 9-47.120, or pursuant to the United States Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”), because they did not voluntarily self-disclose to the Fraud Section and the Office the conduct described in the Statement of Facts;

d. The Parent Company and the Defendant received partial credit for their cooperation with the Fraud Section's and the Office's investigation pursuant to the FCPA Corporate Enforcement Policy, JM 9-47.120, because they conducted a thorough internal investigation; made regular factual presentations to the Fraud Section and the Office; provided facts learned during witness interviews conducted by the Parent Company; voluntarily made foreign-based employees available for interviews in the United States; produced extensive documentation, including documents located outside of the United States as well as translations of foreign language documents; and proactively disclosed some conduct of which the Fraud Section and the Office were previously unaware;

e. The Parent Company and the Defendant did not receive full credit for cooperation and remediation pursuant to the FCPA Corporate Enforcement Policy, JM 9-47.120, because the Parent Company did not disclose allegations of corruption with respect to two relevant matters, produced certain relevant materials in an untimely manner, and did not timely and fully remediate, including by failing to take adequate disciplinary measures with respect to certain executives and other employees involved in the conduct;

f. Although the Parent Company and the Defendant had inadequate anti-corruption controls and an inadequate anti-corruption compliance program during the period of the conduct described in the Statement of Facts, the Parent Company has been enhancing and has committed to continuing to enhance its compliance program and internal accounting controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to the DPA;

g. Because the Parent Company has not yet fully implemented or tested its compliance program, the Parent Company has agreed to the imposition of an independent



compliance monitor to reduce the risk of misconduct, including at its subsidiaries including the Defendant, as set forth in Attachment D to the DPA;

h. The nature and seriousness of the offense conduct, including the payment of bribes to high-level government officials in Djibouti, as well as significant books and records and internal controls violations in Djibouti, China, Vietnam, Indonesia, and Kuwait, over a period of years which included the involvement of high-level executives at the Parent Company;

i. The Parent Company and the Defendant have no prior criminal history; and

j. The Parent Company and the Defendant have agreed to continue to cooperate with the Fraud Section and the Office in any ongoing investigation as described in Paragraph 9 below;

k. The Parent Company has agreed to resolve with the U.S. Securities and Exchange Commission ("SEC") through a civil complaint and injunction that will be filed on December 6, 2019, relating to the conduct described in the Statement of Facts, as well as conduct in Saudi Arabia, and has agreed to pay \$458,380,000 in disgorgement and \$81,540,000 in pre-judgment interest.

l. Accordingly, after considering (a) through (j) above, the Fraud Section and the Office believe the appropriate resolution in this case is a deferred prosecution agreement with the Parent Company; a criminal monetary penalty of \$520,650,432, which reflects an aggregate discount of fifteen percent off of the bottom of the otherwise-applicable U.S. Sentencing Guidelines fine range and which includes a criminal fine against the Defendant of \$9,520,000 to be paid by the Parent Company on behalf of Ericsson Egypt; the imposition of an independent compliance monitor; and this guilty plea by Ericsson Egypt.

7. The Defendant agrees to abide by all terms and obligations of this Agreement as described herein, including, but not limited to, the following:

- a. to plead guilty as set forth in this Agreement;
- b. to abide by all sentencing stipulations contained in this Agreement;
- c. to appear, through its duly appointed representatives, as ordered for all court appearances, and obey any other ongoing court order in this matter, consistent with all applicable U.S. and foreign laws, procedures, and regulations;
- d. to commit no further crimes;
- e. to be truthful at all times with the Court;
- f. to pay the applicable fine and special assessment; and
- g. to work with the Parent Company in fulfilling the obligations of the DPA.

8. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Defendant agrees that in the event that, during the term of the Parent Company DPA (the "Term"), the Defendant undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Defendant's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the 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 in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section and the Office's ability to declare a breach under this Agreement is applicable in full force to that entity. The Defendant agrees that the failure to include these provisions in the transaction

will make any such transaction null and void. The Defendant 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. The Fraud Section and the Office shall notify the Defendant prior to such transaction (or series of transactions) if it determines that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Defendant engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section and the Office may deem it a breach of this Agreement pursuant to Paragraphs 22-25 of this Agreement. Nothing herein shall restrict the Defendant from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section and the Office.

9. The Defendant shall cooperate fully with the Fraud Section and the Office in any and all matters relating to the conducted described in this Agreement and the Statement of Facts, and other conduct under investigation by the Fraud Section and the Office at any time during the Term, subject to applicable laws 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. At the request of the Fraud Section or the Office, the Defendant 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 Defendant, the Parent Company or its 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 and the Statement of Facts. The Defendant's cooperation pursuant to this Paragraph is subject to applicable laws and regulations, including data privacy and national security laws and regulations, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Parent Company must provide to the Fraud Section and the Office a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Parent Company bears the burden of establishing the validity of any such assertion. The Defendant agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following:

a. The Defendant shall truthfully disclose all factual information with respect to its activities, those of its parent company and 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 Defendant 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 Defendant 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 Defendant.

b. Upon request of the Fraud Section and the Office, the Defendant shall designate knowledgeable employees, agents, or attorneys to provide to the Fraud Section and the Office the information and materials described in Paragraph 9(a) above on behalf of the Defendant. It is further understood that the Defendant must at all times provide complete, truthful, and accurate information.

c. The Defendant 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 Defendant. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, all meetings requested by the Fraud Section and the Office, and 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 Defendant, may have material information regarding the matters being investigated or prosecuted.

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 Defendant 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.

10. During the term of the cooperation obligations provided for in the Paragraph 9 of the Agreement, should the Defendant learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States, the Defendant shall promptly report such evidence or allegation to the Fraud Section and the Office. Thirty days prior to the end of the term of the cooperation obligations provided for in Paragraph 9 of the Agreement, the Defendant, through an appropriate senior executive, will certify to the Fraud Section and the Office that the Defendant has met its disclosure obligations pursuant to Paragraph 9 and this Paragraph. Each certification will be deemed a material statement and representation by the Defendant to the executive branch of the United States for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

11. The Defendant agrees that any fine or restitution imposed by the Court will be due and payable in full within ten days of the entry of judgment following such sentencing hearing, and the Defendant will not attempt to avoid or delay payment. The Defendant further agrees to pay the Clerk of the Court for the United States District Court for the Southern District of New York the mandatory special assessment of \$400 per count within ten business days from the date of sentencing.

#### **The United States' Agreement**

12. In exchange for the guilty plea of the Defendant and the complete fulfillment of all of its obligations under this Agreement, the Fraud Section and the Office agree they will not file additional criminal charges against the Defendant, the Parent Company, or any of its direct or indirect affiliates, subsidiaries, or joint ventures relating to any of the conduct described in the Statement of Facts, except as set forth in the DPA. This Paragraph does not provide any protection against prosecution for any crimes, including corrupt payments or related false books and records and failure to implement adequate internal controls, made in the future by the Defendant, by the Parent Company, or by any of their officers, directors, employees, agents, or consultants, whether or not disclosed by the Defendant pursuant to the terms of this Agreement. This Agreement does not close or preclude the investigation or prosecution of any natural persons, including any officers, directors, employees, agents, or consultants of the Defendant, the Parent Company or their direct or indirect affiliates, subsidiaries, or joint ventures, who may have been involved in any of the matters set forth in the Information, the Statement of Facts, or in any other matters. The Defendant agrees that nothing in this Agreement is intended to release the Defendant from any of the Defendant's excise and income tax liabilities and reporting obligations for any and all income not properly reported and/or legally or illegally obtained or derived.

### **Factual Basis**

13. The Defendant is pleading guilty because it is guilty of the charge contained in the Information. The Defendant admits, agrees, and stipulates that the factual allegations set forth in the Information and the Statement of Facts are true and correct, that it is responsible for the acts of its officers, directors, employees, and agents described in the Information and the Statement of Facts, and that the Information and the Statement of Facts accurately reflect the Defendant's criminal conduct.

### **The Defendant's Waiver of Rights, Including the Right to Appeal**

14. Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410 limit the admissibility of statements made in the course of plea proceedings or plea discussions in both civil and criminal proceedings, if the guilty plea is later withdrawn. The Defendant expressly warrants that it has discussed these rules with its counsel and understands them. Solely to the extent set forth below, the Defendant voluntarily waives and gives up the rights enumerated in Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410. Specifically, the Defendant understands and agrees that any statements that it makes in the course of its guilty plea or in connection with the Agreement are admissible against it for any purpose in any U.S. federal criminal proceeding if, even though the Fraud Section and the Office have fulfilled all of their obligations under this Agreement and the Court has imposed the agreed-upon sentence, the Defendant nevertheless withdraws its guilty plea.

15. The Defendant is satisfied that the Defendant's attorneys have rendered effective assistance. The Defendant understands that by entering into this agreement, the Defendant surrenders certain rights as provided in this agreement. The Defendant understands that the rights of criminal defendants include the following:



- (a) the right to plead not guilty and to persist in that plea;
- (b) the right to a jury trial;
- (c) the right to be represented by counsel – and if necessary have the court appoint counsel – at trial and at every other stage of the proceedings;
- (d) the right at trial to confront and cross-examine adverse witnesses, to be protected from compelled self-incrimination, to testify and present evidence, and to compel the attendance of witnesses; and
- (e) pursuant to Title 18, United States Code, Section 3742, the right to appeal the sentence imposed.

Nonetheless, the Defendant knowingly waives the right to appeal or collaterally attack the conviction and any sentence within the statutory maximum described below (or the manner in which that sentence was determined) on the grounds set forth in Title 18, United States Code, Section 3742, or on any ground whatsoever except those specifically excluded in this Paragraph, in exchange for the concessions made by the United States in this plea agreement. This agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b). The Defendant also knowingly waives the right to bring any collateral challenge challenging either the conviction or the sentence imposed in this case. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act, Title 5, United States Code, Section 552a. The Defendant waives all defenses based on the statute of limitations and venue with respect to any prosecution related to the conduct described in the



Statement of Facts or the Information, including any prosecution that is not time-barred on the date that this Agreement is signed in the event that: (a) the conviction is later vacated for any reason; (b) the Defendant violates this Agreement; or (c) the plea is later withdrawn, provided such prosecution is brought within one year of any such vacation of conviction, violation of agreement, or withdrawal of plea plus the remaining time period of the statute of limitations as of the date that this Agreement is signed. The Fraud Section and the Office are free to take any position on appeal or any other post-judgment matter. The parties agree that any challenge to the Defendant's sentence that is not foreclosed by this Paragraph will be limited to that portion of the sentencing calculation that is inconsistent with (or not addressed by) this waiver. Nothing in the foregoing waiver of appellate and collateral review rights shall preclude the Defendant from raising a claim of ineffective assistance of counsel in an appropriate forum.

#### **Penalty**

16. The statutory maximum sentence that the Court can impose for the offense charged in the Information is a fine of \$500,000, or twice the gross gain or gross loss resulting from the offense, whichever is the greatest, *see* 18 U.S.C. 3571(c)(3) & (d); five years' probation, *see* Title 18, United States Code, Section 3561(c)(1); restitution in the amount of any victims' losses as ordered by the Court. and a mandatory special assessment of \$400 per count, *see* Title 18, United States Code, Section 3013(a)(2)(B). In this case, the parties agree that the gross pecuniary gain resulting from the offense is \$7,000,000. Therefore, pursuant to 18 U.S.C. § 3571(d), the maximum fine that may be imposed is \$14,000,000 per offense, or in this case a total of \$14,000,000.

### Sentencing Recommendation

17. The parties agree that pursuant to *United States v. Booker*, 543 U.S. 220 (2005), the Court must determine an advisory sentencing guideline range pursuant to the United States Sentencing Guidelines. The Court will then determine a reasonable sentence within the statutory range after considering the advisory sentencing guideline range and the factors listed in Title 18, United States Code, Section 3553(a). The parties' agreement herein to any guideline sentencing factors constitutes proof of those factors sufficient to satisfy the applicable burden of proof. The Defendant also understands that if the Court accepts this Agreement, the Court is bound by the sentencing provisions in Paragraph 16.

18. The Fraud Section and the Office and the Defendant agree that a faithful application of the Sentencing Guidelines to determine the applicable fine range yields the following analysis:

- a. The 2018 version of the U.S.S.G. is applicable to this matter.
- b. Offense Level. Based upon U.S.S.G. § 2C1.1, the total offense level is 36, calculated as follows:

(a)(2) Base Offense Level	12
(b)(1) More than one bribe	+2
(b)(2) Value of benefit received (\$7,000,000) is greater than \$3,500,000 but not more than \$9,500,000	+18
(b)(3) Public official in a high-level decision-making position	+4
<b>TOTAL</b>	<b>36</b>

- c. Base Fine. Based upon U.S.S.G. § 8C2.4(a)(1), the base fine is \$80,000,000
- d. Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 6, calculated as follows:

(a)	Base Culpability Score	5
(b)(3)	the unit of the organization within which the offense was committed had 200 or more employees and an individual within high-level personnel of the unit participated in, condoned, or was willfully ignorant of the offense	+3
(g)(2)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for the criminal conduct	- 2
<b>TOTAL</b>		<u>6</u>

Calculation of Fine Range:

Base Fine	\$80,000,000
Multipliers	1.20 (min)/2.40 (max)
Fine Range	\$96,000,000 (min)/ \$192,000,000 (max)

19. Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the Fraud Section and the Office and the Defendant agree that the following represents the appropriate disposition of the case:

a. Disposition. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Fraud Section, the Office, and the Defendant agree that the appropriate disposition of this case is as set forth above, and agree to recommend jointly that the Court at a hearing to be scheduled at an agreed upon time impose a sentence requiring the Defendant to pay a criminal fine of \$9,520,000, payable in full within ten business days of such sentencing hearing ("the Recommended Sentence"). The parties agree that the Recommended Sentence is appropriate in light of the Parent Company DPA, which relates to, among other conduct, the same conduct to which the Defendant is pleading guilty,

and which requires the Parent Company to pay a total criminal fine of \$520,650,432 as a result of the misconduct committed by both the Parent Company and the Defendant, as well as the factors cited in the DPA. As described in the DPA, the Recommended Sentence shall be deducted from the \$520,650,432 total criminal monetary penalty and shall be paid by the Parent Company.

b. The Defendant shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, other than the Parent Company, with regard to the fine, forfeiture, or disgorgement amounts that the Defendant pays pursuant to the Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the Statement of Facts. The Defendant further acknowledges that no tax deduction may be sought in connection with the payment of any part of this \$9,520,000 criminal fine. The Fraud Section and the Office believe that a disposition that includes \$9,520,000 criminal fine is appropriate based on the factors outlined in Paragraph 6 of this Agreement and those set forth in 18 U.S.C. § 3553(a).

c. Mandatory Special Assessment. The Defendant shall pay to the Clerk of the Court for the United States District Court for the Southern District of New York within ten days of the time of sentencing the mandatory special assessment of \$400 per count.

d. Restitution. As of the date of the Agreement, the Fraud Section, the Office and the Defendant have not identified any victim qualifying for restitution and thus are not requesting an order of restitution. The Defendant recognizes and agrees, however, that restitution is imposed at the sole discretion of the Court. The Defendant agrees to pay restitution as part of the Agreement in the event restitution is ordered by the Court.

20. This Agreement is presented to the Court pursuant to Fed. R. Crim. P. 11(c)(1)(C). The Defendant understands that, if the Court rejects this Agreement, the Court must: (a) inform



the parties that the Court rejects the Agreement; (b) advise the Defendant's counsel that the Court is not required to follow the Agreement and afford the Defendant the opportunity to withdraw its plea; and (c) advise the Defendant that if the plea is not withdrawn, the Court may dispose of the case less favorably toward the Defendant than the Agreement contemplated. The Defendant further understands that if the Court refuses to accept any provision of this Agreement, neither party shall be bound by the provisions of the Agreement.

21. The Fraud Section, the Office, and the Defendant waive the preparation of a Pre-Sentence Investigation Report ("PSR") and intend to seek a sentencing by the Court immediately following the Rule 11 hearing in the absence of a PSR. The Defendant understands that the decision whether to proceed with the sentencing proceeding without a PSR is exclusively that of the Court. In the event the Court directs the preparation of a Presentence Investigation Report, the Fraud Section and the Office will fully inform the preparer of the Presentence Investigation Report and the Court of the facts and law related to the Defendant's case. At the time of the plea hearing, the parties will suggest mutually agreeable and convenient dates for the sentencing hearing with adequate time for (a) any objections to the Presentence Report, and (b) consideration by the Court of the Presentence Report and the parties' sentencing submissions.

#### **Breach of Agreement**

22. If, during the Term, the Defendant (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) fails to cooperate as set forth in Paragraphs 9 and 10 of this Agreement; (d) commits any acts that, had they occurred within the jurisdictional reach of FCPA, would be a violation of the FCPA; or (e) otherwise fails specifically to perform or to fulfill completely each of the Defendant's obligations under the Agreement, regardless of whether the Fraud Section and

the Office become aware of such a breach after the term specified in the Parent Company DPA, the Defendant 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 charge in the Information described in Paragraph 1, which may be pursued by the Office in the U.S. District Court for the Southern District of New York or any other appropriate venue. Determination of whether the Defendant has breached the Agreement and whether to pursue prosecution of the Defendant shall be in the Fraud Section and the Office's sole discretion. Any such prosecution may be premised on information provided by the Defendant. 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 Defendant, 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 Defendant 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 described the DPA plus one year. The Defendant gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such prosecution or action, except to the extent that such defenses existed as of the date of the signing of this Agreement. In addition, the Defendant agrees that the statute of limitations as to any violation of federal law that occurs during the term of the cooperation obligations provided for in Paragraph 9 of the Agreement 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.

23. In the event the Fraud Section and the Office determine that the Defendant has breached this Agreement, the Fraud Section and the Office agree to provide the Defendant with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Defendant 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 Defendant 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 Defendant.

24. In the event that the Fraud Section and the Office determine that the Defendant has breached this Agreement: (a) all statements made by or on behalf of the Defendant to the Fraud Section and the Office or to the Court, including the attached Statement of Facts, and any testimony given by the Defendant 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 Defendant; and (b) the Defendant 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 Defendant 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 Defendant, will be imputed to the Defendant for the purpose



of determining whether the Defendant has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

25. The Defendant 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 Defendant breaches this Agreement and this matter proceeds to judgment. The Defendant 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.

#### **Public Statements by the Defendant**

26. The Defendant expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents, or any other person authorized to speak for the Defendant make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Defendant set forth above or the facts described in the Information and the Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Defendant described below, constitute a breach of this Agreement, and the Defendant thereafter shall be subject to prosecution as set forth in Paragraphs 22-25 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Information or the Statement of Facts will be imputed to the Defendant 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 determine that a public statement by any such person contradicts in whole or in part a statement contained in the Information or the Statement of Facts, the Fraud Section and the Office shall so notify the Defendant, and the Defendant may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Defendant shall be permitted to raise defenses and to assert affirmative claims in other



proceedings relating to the matters set forth in the Information and the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Information or the Statement of Facts. This Paragraph does not apply to any statement made by any present or former officer, director, employee, or agent of the Defendant in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Defendant.

27. The Defendant 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 Defendant shall first consult 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 Defendant; and (b) whether the Fraud Section and the Office have any objection to the release or statement.

**Complete Agreement**

28. This document states the full extent of the Agreement between the parties. There are no other promises or agreements, express or implied. Any modification of this Agreement shall be valid only if set forth in writing in a supplemental or revised plea agreement signed by all parties.

**AGREED:**  
**ERICSSON EGYPT LTD.:**

Date: Nov 26, 2019

By: 

Xavier Dedullen  
Senior Vice President  
Chief Legal Officer  
Telefonaktiebolaget LM Ericsson

Date: 11-26-19

By: 

Cheryl J. Scarborough  
Joshua A. Levine  
Diana C. Wielocha  
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Outside Counsel for Telefonaktiebolaget  
LM Ericsson

**FOR THE DEPARTMENT OF JUSTICE:**

ROBERT A. ZINK  
Chief, Fraud Section  
Criminal Division  
United States Department of Justice

Date: 11/26/19

BY: 

Andrew Gentin  
Acting Assistant Chief  
Michael Culhane Harper  
Trial Attorney

GEOFFREY S. BERMAN  
United States Attorney  
Southern District of New York

Date: 11/27/19

BY: 

David Abramowicz  
Assistant United States Attorney

BY: 

Audrey Strauss  
Deputy U.S. Attorney



**EXHIBIT 1**

**CERTIFICATE OF CORPORATE RESOLUTIONS**

A copy of the executed Certificate of Corporate Resolutions is annexed hereto as “Exhibit

1.”

<b>Minutes of the Extra-Ordinary General Assembly Meeting of Ericsson Egypt Ltd</b> <b>Held on 23/11/2019</b>		<b>محضر إجتماع الجمعية العامة غير العادية لشركة إريكسون إيجيبت ليميتد</b> <b>شركة ذات مسئولية محدودة</b> <b>المنعقدة بتاريخ ٢٣/١١/٢٠١٩م</b>	
On Saturday, dated 23/11/2019 precisely at 11:00 a.m. the Extra-Ordinary General Assembly Meeting held at the Company's domicile located at building B86/7A – Smart Village – Kilo 28 Cairo Alex desert road Giza, by virtue of the invitation sent by the Company's manager to the Shareholders and to the General Authority for Investment "GAFI", and to the Auditor of the Company, in which the herein below agenda was included.		إنه فى يوم السبت الموافق ٢٣/١١/٢٠١٩م فى تمام الساعة ١١:٠٠ صباحاً إنعقدت الجمعية العامة غير العادية للشركة بمقرها فى المبنى رقم ب B86/7A بالقريبة الذكية – بالكيلو ٢٨ أول طريق مصر إسكندرية الصحراوى – الجيزة. وذلك بناءً على الدعوة الموجهة من مدير الشركة إلى السادة الشركاء وإلى السادة الهيئة العامة للإستثمار والسيد / مراقب الحسابات والموضح بها جدول الأعمال.	
The meeting was attended by :		وقد حضر الإجتماع كلا من:	
1. Mr. Sameh Shokry Abdel-Aal Ahmed, Manager		١ - السيد/ سامح شكرى عبد العال أحمد - مدير الشركة	
2. Mr. Amgad Adly Said Atrees, Manager		١ - السيد/ أمجد عدلى سيد عتريس - مدير الشركة.	
3. Dr. Mona Mohamed Naga, representing Telefonaktiebolaget Ericsson LTD by virtue of a proxy.		٣ - الدكتور/ه/ منى محمد نجا - ممثلاً لشركة تليفونا كتيبولاجيت (إريكسون المحدودة) ، بموجب تفويض.	
4. Mr. Hisham Adel Hassan, representing AktiebolagetAulis by virtue of a proxy		٤ - السيد / هشام عادل حسن - ممثلاً لشركة أب.أوليس المحدودة، بموجب تفويض	
5. Mr. Ahmed Sami Saad Montasser, on behalf of Mr. Wael Sakr Mohamed Amer (PWC) , the Legal auditor by virtue of a proxy.		٥ - السيد/ احمد سامى سعد منتصر مفوضا عن الأستاذ/وائل صقر محمد عامر مراقب عام حسابات شركة برايس وتر هاوس كوبرز بموجب تفويض.	
6. From the General Authority for Investment: No one attend the meeting		٦ - ومن الهيئة العامة للإستثمار، مصلحة الشركات/ لم يحضر أحد.	
Mr. Sameh Shokry Abdel-Aal Ahmed, the Company's manager was head of the meeting and he nominated the following:		وقد رأس الإجتماع السيد/ سامح شكرى عبد العال أحمد - مدير الشركة ورشح سيادته كل من:	
رئيس الاجتماع	مراقب الحسابات	فارزا الأصوات	أمين السر
Chairman of the meeting	Auditor	Vote Reviser	Secretary





ERICSSON

M. Mohamed Mustafa EL Mongi , Secretary of the meeting	السيد محمد مصطفى المنجي - أمين سر الاجتماع		
Mrs. Passant Ahmed Mortada, Votes Reviser	السيدة/بنت احمد مرتضى - فارز أصوات		
Mr. Ashraf Madbouly Abdel Hamid, Votes Reviser	السيد/ أشرف مدبولي عبد الحميد - فارز أصوات		
The attendants approved unanimously the above nominations and the Company's auditor together with the votes revisers reviewed all the invitation procedures and announced that the total capital shares represented in the meeting has reached 100%.	وقد أقرت الجمعية بالإجماع هذه الترشيحات وقد قام السيد/ مراقب الحسابات وفارزا الأصوات بمراجعة كافة إجراءات توجيه الدعوة وأعلننا أن مجموع الحصص الممثلة لرأس المال في الاجتماع قد بلغت ١٠٠%.		
The Company's auditor announced that the quorum required for the validity of the meeting is reached, therefore Mr. Sameh Shokry Abdel-Aal Ahmed, Head of the Meeting declared the validity of the meeting according to the law.	وبعد أن قام السيد/ مراقب الحسابات بمراجعة إجراءات توجيه الدعوة للاجتماع وإعلانه توافر النصاب اللازم لصحة الاجتماع فقد أعلن السيد/ سامح شكرى عبد العال أحمد - رئيس الاجتماع صحته طبقاً للقانون.		
Therefore, the head of the meeting inaugurated the meeting by welcoming the attendance and proposed the agenda where it was discussed in details including the following:	وعليه افتتح الرئيس الجلسة مرحباً بالحاضرين وعرض جدول الأعمال حيث نوقش تفصيلياً وقد تضمن الآتى:		
<b>First:</b> Discussing the appointment of Mr. Xavier Dirk B. Dedullen , Belgium Nationality, Director of the Company.	<b>أولاً:</b> مناقشة تعيين السيد/ زافيير ديرك ب. ديدولين ، الجنسية بلجيكي، مديراً للشركة.		
<b>Second:</b> Discussing the appointment of Ms.Laurie Elizabeth Waddy Franke United States of America Nationality, Director of the Company.	<b>ثانياً:</b> مناقشة تعيين السيدة/ لوري إليزابيث وادي فرانكي، الجنسية امريكية ، مديراً للشركة.		
<b>Third:</b> Discussing the amendment of Articles no. 11&12 of the Articles of Association.	<b>ثالثاً :</b> مناقشة تعديل المادتين (١٢ و ١١) من عقد الشركة		
رئيس الاجتماع	مراقب الحسابات	فارزا الأصوات	أمين السر
Chairman of the meeting	Auditor	Vote Reviser	Secretary



<b>All attendants approved unanimously on the following:</b>	<b>أسفر الاجتماع بإجماع الحاضرين على الآتي:</b>		
<b>First:</b> Approving the appointment of Mr. Xavier Dirk B. Dedullen , Belgium Nationality, Director of the Company.	<b>أولاً:</b> الموافقة على تعيين السيد/ زافيير ديرك ب. ديدولين ، الجنسية بلجيكي، مديراً للشركة.		
<b>Second:</b> Approving the appointment of Ms.Laurie Elizabeth Waddy Franke , United States of America Nationality, Director of the Company.	<b>ثانياً:</b> الموافقة على تعيين السيدة/ لوري إليزابيث وادي فرانكي، الجنسية امريكية ، مديراً للشركة.		
<b>Third:</b> Approving the amendment of Articles no. 11&12 of the Articles of Association.	<b>ثالثاً :</b> الموافقة على تعديل المادتين (١١ و١٢) من عقد الشركة		
<b>Article (11):BeforeAmendment</b>	<b>المادة (١١) :قبل التعديل</b>		
The management of the company shall be assumed by managers apointed by the General Assembly from the Partners or outside, and the Assembly has appointed the following Messers:	يتولى إدارة الشركة مديرين تعينهم الجمعية العامة من بين الشركاء أو من غيرها وقد عينت الجمعية السادة:		
1. Mr. Sten Erik Mathias Johansson, Swedish Nationality, Manager of the company, residing at building B86/7A – Smart Village – Kilo 28 Cairo Alex desert road, Giza.	١. السيد/ ستين إريك ماتياس جوهانسون، الجنسية سويدى، مديراً للشركة ، ومقيمه فى المبنى رقم ب ٨٦ B86/7A بالقرية الذكية – بالكيلو ٢٨ أول طريق مصر إسكندرية الصحراوى – الجيزة.		
2. Mr. Sameh Shokry Abdel-Aal Ahmed, Egyptian Nationality, Manager of the company, residing at Building no. 86 B, 28 Alex Desert Road, SmartVillage, Giza.	٢. السيد / سامح شكري عبد العال أحمد، مصري الجنسية - مديراً للشركة - ومقيم فى المبنى رقم ٨٦ ب بالكيلو ٢٨ أول طريق مصر اسكندرية الصحراوى - القرية الذكية - الجيزة.		
3. Mr. Amgad Adly Said Atrees, Egyptian Nationality, residing at Building no. 86 B, 28 Alex Desert Road, SmartVillage, Giza.	٣. السيد / أمجد عدلى سيد عتريس- مصري الجنسية - ومقيم فى المبنى رقم ٨٦ ب بالكيلو ٢٨ أول طريق مصر أسكندرية الصحراوى - القرية الذكية - الجيزة .		
رئيس الاجتماع	مراقب الحسابات	فارزا الأصوات	أمين السر
Chairman of the meeting	Auditor	Vote Reviser	Secretary



The Managers declare that, there are no judgments have issued against them with a penalty of felony or misdemeanor of moral tarbitude or a penalty of those stated in articles (89), (162), (163), (164), of the law No. 159/81, during the precedent years of their appointment (unless they have been rehabilitated) as well as they declare that they are not working for the government or the public sector.	ويعترف المدبرون بأنه لم يسبق صدور أحكام قضائية ضدهم بعقوبة جنائية أو جنحة محله بالشرف أو بعقوبة من العقوبات المنصوص عليها في المواد (٨٩)، (١٦٢)، (١٦٣)، (١٦٤)، من القانون رقم ٥٩ لسنة ١٩٨١، وذلك خلال سنوات السابقة على تعيينهم (ما لم يكن قد رد إليهم اعتبارهم) وبأنهم لا يعملون بالحكومة أو بالقطاع العام أو بقطاع الأعمال		
Article (11):AfterAmendment	المادة (١١): بعد التعديل		
The management of the company shall be assumed by managers apointed by the General Assembly from the Partners or outside, and the Assembly has appointed the following Messers:	يتولى إدارة الشركة مديرين تعينهم الجمعية العامة من بين الشركاء أو من غيرها وقد عينت الجمعية السادة:		
1. Mr. Sten Erik Mathias Johansson, Swedish Nationality, Manager of the company, residing at building B86/7A – Smart Village – Kilo 28 Cairo Alex desert road, Giza.	١. السيد/ ستين إريك ماثياس جوهانسون، الجنسية السويدية، مديراً للشركة، ومقيمه في المبنى رقم ب B86/7A بالقرية الذكية – بالكيلو ٢٨ أول طريق مصر إسكندرية الصحراوي – الجيزة.		
2. Mr. Sameh Shokry Abdel-Aal Ahmed, Egyptian Nationality, Manager of the company, residing at building B86/7A – Smart Village – Kilo 28 Cairo Alex desert road, Giza.	٢. السيد / سامح شكري عبد العال أحمد، مصري الجنسية - مديراً للشركة - ومقيم في المبنى رقم ب B86/7A بالقرية الذكية – بالكيلو ٢٨ أول طريق مصر إسكندرية الصحراوي – الجيزة.		
3. Mr. Amgad Adly Said Atrees, Egyptian Nationality, Manager of the company residing at building B86/7A – Smart Village – Kilo 28 Cairo Alex desert road, Giza.	٣. السيد / أمجد عدلي سيد عتريس - مصري الجنسية - مديراً للشركة - ومقيم في المبنى رقم ب B86/7A بالقرية الذكية – بالكيلو ٢٨ أول طريق مصر إسكندرية الصحراوي – الجيزة.		
رئيس الاجتماع	مراقب الحسابات	فارزا الأصوات	أمين السر
Chairman of the Meeting	Auditor	Vote Reviser	Secretary



4. Mr. Xavier Dirk B. Dedullen, Belgium Nationality, Manager of the company, residing at building B86/7A – Smart Village – Kilo 28 Cairo Alex desert road, Giza.	٤. السيد/ زافيير ديرك ب. ديدولين ، الجنسية بلجيكي، مديراً للشركة ، ومقيمه فى المبنى رقم ب B86/7A بالقرية الذكية – بالكيلو ٢٨ أول طريق مصر إسكندرية الصحراوى – الجيزة.		
5. Ms.Laurie Elizabeth Waddy Franke , Uited States Of America Nationality, Manager of the company, residing at building B86/7A – Smart Village – Kilo 28 Cairo Alex desert road, Giza.	٥. السيدة/ لوري إليزابيث وادي فرانكي، الجنسية امريكية مديراً للشركة ، ومقيمه فى المبنى رقم ب B86/7A بالقرية الذكية – بالكيلو ٢٨ أول طريق مصر إسكندرية الصحراوى – الجيزة.		
The Managers declare that, there are no judgments have issued against them with a penalty of felony or misdeaminor of moral tarbitude or a penalty of those stated in articles (89), (162), (163), (164), of the law No. 159/81, during the precedent years of their appointment (unless they have been rehabilitated) as well as they declare that they are not working for the government or the public sector.	ويقر المديرون بأنه لم يسبق صدور أحكام قضائية ضدهم بعقوبة جنائية أو جنحة مخره بالشرف أو بعقوبة من العقوبات المنصوص عليها في المواد (٨٩)، (١٦٢)، (١٦٣)، (١٦٤)، من القانون رقم ٥٩ لسنة ١٩٨١، وذلك خلال سنوات السابقة على تعيينهم (ما لم يكن قد رد إليهم اعتبارهم ) وبأنهم لا يعملون بالحكومة أو بالقطاع العام أو بقطاع الأعمال		
<b>Article (12):Before Amendment</b>	<b>الماده (١٢) قبل التعديل</b>		
Powers of the Company's Management: The Directors represent the Company in its transactions with third party, and they jointly in this regard have the broad powers necessary to manage the Company and deal with its name, and Mr. Sten Erik Mathias Johansson, Mr.Sameh Shokry Abdel-Aal Ahmed, and Mr. Amgad Adly Said Atrees, are entitled to sign on behalf of the Company; by virtue of joint signature for any two of them, with respect to representing the Company before labor	سلطات إدارة الشركة: يمثل المديرين الشركة فى علاقتها مع الغير ولهم مجتمعين فى هذا الصدد السلطات اللازمة لإدارة الشركة والتعامل باسمها وللسيد/ ستين إريك ماتياس جوهانسون، و السيد/ سامح شكري عبد العال أحمد، و السيد /أمجد عدلى سيد عتريس، صلاحية التوقيع نيابة عن الشركة وذلك بتوقيع مشترك لأى اثنين منهما حق تمثيل الشركة أمام مكاتب العمل والتأمينات الاجتماعية والتوقيع على استثمارات التامينات وتمثيل الشركة أمام شركات التأمين وكافة الجهات الادارية ومصلحة الشركات والسجل التجارى والغرف التجارية ومصلحة الجوازات واقلام المرور والجمارك وتمثيل الشركة أمام القضاء، وايضا التوقيع على العروض والاقتراحات المقدمة للجهات الحكومية والشركات داخل جمهورية مصر		
رئيس الاجتماع Chairman of the meeting	مراقب الحسابات Auditor	فارزا الأصوات Vote Reviser	أمين السر Secretary



offices, social insurance, chamber of commerce, passports authority, traffic departments, customs and representing the Company before justice, and to sign offers, suggestions presented to governmental entities and companies within Arab Republic of Egypt with respect to sell and install Ericsson's products. Besides, they are entitled to sign contracts concluded by the Company inter Company agreement and selling the assets of the Company, its movables and cars and to sign on the preliminary and final contracts before the real estate registration offices and in opening banking accounts and conducting negotiations with them to sign loans contract concluded by the Company, and representing the Company before justice and third party and they are entitled to delegate to third party in whole or in part of the said capacities. Managers shall perform their duties for unspecified period.

العربية وذلك بشأن بيع وتركيب منتجات اريكسون، وكذا توقيع العقود التي تبرمها الشركة و التوقيع على العقود والاتفاقيات بين الشركات والشركات الشقيقة وبيع اصول الشركة ومنقولاتها وسياراتها والتوقيع على العقود الابتدائية والنهائية أمام مكاتب الشهر العقاري وفتح الحسابات لدى البنوك والتفاوض معها والتوقيع على عقود القروض التي تبرمها الشركة وتفويض الغير في ذلك وتمثيل الشركة أمام القضاء والغير ولهم حق تفويض الغير في كل أو بعض ما ذكر. ويباشر المديرون وظائفهما لمدة غير محدودة.

#### Article (12) After amendment

**Powers of the Company's Management:**  
The Directors represent the Company in its transactions with third party, and they jointly in this regard have the broad powers with its name, and Mr. Sten Erik Mathias Johansson, Mr. Sameh Shokry Abdel-Aal Ahmed, and Mr. Amgad Adly Said Atrees, are entitled to sign on behalf of the Company; by virtue of joint signature for any two of them, with respect to representing the Company before labor offices, social insurance, chamber of

#### المادة (١٢) بعد التعديل

سلطات إدارة الشركة:  
يمثل المديرين الشركة في علاقتها مع الغير ولهم مجتمعين في هذا الصدد السلطات اللازمة لإدارة الشركة والتعامل باسمها وللسيد/ ستين إريك ماثياس جوهانسون، و السيد/ سامح شكري عبد العال أحمد، و السيد/ أمجد عدلى سيد عتريس، صلاحية التوقيع نيابة عن الشركة وذلك بتوقيع مشترك لأى اثنين منهما حق تمثيل الشركة أمام مكاتب العمل والتأمينات الاجتماعية والتوقيع على استثمارات التأمينات وتمثيل الشركة أمام شركات التأمين وكافة الجهات الادارية ومصلحة الشركات والسجل التجارى والغرف التجارية ومصلحة الجوازات والقلام المرور والجمارك وتمثيل

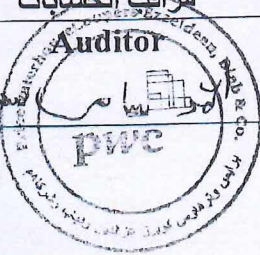
رئيس الاجتماع	مراقب الحسابات	فارزا الأصوات	أمين السر
Chairman of the meeting	Auditor	Vote Reviser	Secretary



necessary to manage the Company and deal commerce, passports authority, trafic departments, customes and representing the Company before justice, and to sign offers, suggestions presented to governmental entities and companies within Arab Republic of Egypt with respect to sell and install Ericsson's products. Besides, they are entitled to sign contracts concluded by the Company inter Company agreement and selling the assets of the Company, its movables and cars and to sign on the priliminary and final contracts before the real estate registration offices, and in opening banking accounts and conducting negotiations with them to sign loans contract concluded by the Company, and representing the Company before courts and third party and they are entitled to delegate to third party in whole or in part of the said capacities. Each of Mr. Xavier Dirk B. Dedullen, and Ms.Laurie Elizabeth Waddy Franke individually are authorized to sign all documents and declarations issued by the Company to third party which include declaring any violation or declaring the responsibility for the violation whether in front of any local or foreign authority, administrative or judicial authority without any responsibility on any of the Directors growing out of the signature on the documents for the content of what they may declare and representing the Company

الشركة أمام القضاء، وايضا التوقيع على العروض والاقتراحات المقدمة للجهات الحكومية والشركات داخل جمهورية مصر العربية وذلك بشأن بيع وتركيب منتجات اريكسون، وكذا توقيع العقود التي تبرمها الشركة والتوقيع على العقود والاتفاقيات بين الشركات والشركات الشقيقة وبيع اصول الشركة ومنقولاتها وسياراتها والتوقيع على العقود الابتدائية والنهائية أمام مكاتب الشهر العقاري وفتح الحسابات لدى البنوك والتفاوض معها والتوقيع على عقود القروض التي تبرمها الشركة وتفويض الغير في ذلك الغير ولهم حق تمثيل الشركة أمام القضاء ولهم حق تفويض الغير في كل أو بعض ما ذكر ، ولكل من السيد / زافيير ديرك ب. ديدولين والسيدة/ لوري إليزابيث وادي فرانكي منفردين حق التوقيع علي المستندات والاقارات التي تصدر من الشركة لصالح الغير والتي تتضمن اقرار بأرتكاب اي مخالفة او بالمسئولية عنها سواء كان ذلك امام اي جهة محلية او اجنبية ادارية او قضائية وذلك دون ادنى مسئولية علي اي من المديرين أو الموقعين على الإقرار فيما يقرؤا به ولهم حق تمثيل الشركة أمام القضاء أو الغير ، ولهم حق تفويض الغير في كل أو بعض ما ذكر ، ويباشر المديرون وظائفهما لمدة غير محدوده.

رئيس الاجتماع	مراقب الحسابات	فارزا الأصوات	أمين السر
Chairman of the meeting	Auditor	Vote Reviser	Secretary





<p>before courts and third parties, and they are entitled to delegate to third party in whole or in part of the said capacities. Managers shall perform their duties for unspecified period.</p>	
<p>The shareholders has authorized Nassef Law Office: Ms. Alaa Zakaria Mohamed, Mr. Khaled Abd El Basset Abd El Aal Swelam, Mr. Hesham Adel Hassan, Mr. Gamal Salem Ibrahim, and Mr. Mohamed Abdallah Mohamed, solely to take the necessary action in order to authenticate the minutes from GAFI and to sign on the amended Articles of Association in the notary office and to mark the minutes in the Commercial registry and the commercial chamber.</p>	<p>وقد فوض الشركاء السادة/ مكتب ناصف للمحاماه: كلا من الأستاذة/ آلاء زكريا محمد، والأستاذ/ خالد عبد الباسط عبد العال سويلم والأستاذ/ هشام عادل حسن و الأستاذ/ جمال سالم إبراهيم، والأستاذ/ محمد عبدالله محمد، منفردين في إتخاذ كافة الإجراءات القانونية اللازمة لإعتماد محضر الجمعية العامة غير العادية من الهيئة العامة للإستثمار مصلحة الشركات وإعتماده وإستلامه والتوقيع على عقد التعديل أمام الشهر العقارى والتأشير بمحضر الجمعية العامة غير العادية في السجل التجارى والغرفة التجارية.</p>
<p>As the agenda was completely reviewed at this point, the Head of the meeting adjourned the meeting at 11:30 a.m of the same day.</p>	<p>وبإنتهاء النظر فى جدول الأعمال أعلن رئيس الإجتماع فض الإجتماع وكانت الساعة ١١:٣٠ صباحا نفس اليوم.</p>
<p>Canvassers</p>	<p>فارزا الأصوات ليست أحمد مرتضى جبكي</p>
<p>Secretary</p>	<p>أمين سر الاجتماع</p>
<p>Auditor</p>	<p>مراقب الحسابات</p>
<p>Chairman</p>	<p>رئيس الاجتماع</p>
<p>I am Sameh Shokry Abdel-Aal Ahmed, as the head of the meeting declared my responsibility for all content of the minutes of the meeting and the proceedings in front of third party shareholders, partners, GAFI and free Zones</p>	<p>أقرانا / سامح شكري عبد العال أحمد بصفتي رئيس الإجتماع بأننى مسئولاً مسئولية قانونية كاملة عن صحة ما ورد فى هذا المحضر من بيانات ووقائع وإجراءات انعقاد وذلك فى مواجهة الغير والمساهمين أو الشركاء بالشركة والهيئة العامة للإستثمار و المناطق الحرة.</p>
<p>Chairman</p>	<p>رئيس الاجتماع</p>





الهيئة العامة للاستثمار  
والمناطق الحرة  
قطاع الشؤون القانونية  
الإدارة المركزية لشئون التأسيس والشركات

## صورة طبق الأصل

أقر أنا / هشام عادل حسن  
بصفى / مفوض  
اجتماع ( الجمعية الخيرية ) لشركة : إريكسون ايجيبت ليمتد  
المنعقد بتاريخ ٢٠١٩ / ١١ / ٢٤ وذلك تحت مسئوليتى ودون أدنى مسئولية على الهيئة العامة للاستثمار والمناطق الحرة  
وبأننى مفوض فى تسليم وإستلام المحضر .  
وذلك بعد سداد الرسم المقرر وقدره ١٤٠٠٠ ( بموجب إيصال رقم ..... ) مجموعة  
رقم ( ..... ) بتاريخ ٢٠١٩ / ١١ / ٢٥ والمقدم للهيئة بتاريخ ٢٠١٩ / ١١ / ٢٥  
توقيع مقدم الطلب  
هشام عادل حسن

"دون إخلال بحقوق المساهمين أو الشركاء في الشركة، فقد تم التصديق على هذا المحضر في حدود السلطة المقررة للهيئة  
بموجب قانون شركات المساهمة وشركات التوسيع بالإسهم والشركات ذات المسؤولية المحدودة الصادر بالقانون رقم ١٥٩  
لسنة ١٩٨١، وفي ضوء ما قدمته الشركة من مستندات وبيانات من الناحية الإجرائية فقط دون التطرق إلى محتوى المحضر  
أو مضمون ما ورد فيه من قرارات، ودون أدنى مسؤولية على الهيئة في مواجهة المساهمين أو الشركاء في الشركة أو الغير  
عن مضمون ما ورد في المحضر من قرارات أو إجراءات أو بيانات".

ملحوظات الهيئة :

الجلالتي راولا مع بنات خيرا لا يعجب عظمهم

وكانت في البيت مع علم الفقه



مدير العام

مدير الإدارة  
صه ملح  
٥٤١٩٨

المحامي  
CA 115

## **EXHIBIT 2**

### **STATEMENT OF FACTS**

The following Statement of Facts is incorporated by reference as part of the Plea Agreement between the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), the United States Attorney's Office for the Southern District of New York (the "Office") (collectively, the "United States"), and the defendant Ericsson Egypt Ltd. ("Ericsson Egypt"). Ericsson Egypt admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Had this matter proceeded to trial, Ericsson Egypt acknowledges that the United States would have proven beyond a reasonable doubt, by admissible evidence, the facts alleged below and set forth in the Criminal Information.

#### **LM Ericsson, Ericsson Egypt, and Other Relevant Entities and Individuals**

1. From in or about and between 2000 and 2016 (the "relevant time period"), LM Ericsson was a multinational telecommunications equipment and service company headquartered in Stockholm, Sweden. LM Ericsson maintained a class of securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 and was required to file periodic reports with the SEC. Accordingly, during the relevant time period, LM Ericsson was an "issuer" as that term is used in the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78dd-1. LM Ericsson was a holding company operating worldwide through its subsidiaries and affiliated entities. The subsidiaries acted as divisions of the parent, rather than separate and independent entities. LM Ericsson and its subsidiaries, combined, have approximately 100,000 employees.



2. During the relevant time period, Ericsson Egypt Ltd. was a majority-owned subsidiary and operating entity of LM Ericsson. Individual employees of Ericsson Egypt oversaw Ericsson's operations in North East Africa, a region that included the country of Djibouti. Ericsson Egypt's books, records, and accounts were included in the consolidated financial statements of LM Ericsson filed with the SEC.

3. During the relevant time period, Ericsson AB was a wholly-owned subsidiary of LM Ericsson that served as one of LM Ericsson's largest operating companies. Ericsson AB's books, records, and accounts were included in the consolidated financial statements of LM Ericsson filed with the SEC.

4. "Employee 1," an individual whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was an employee of a wholly-owned indirect subsidiary of LM Ericsson and acted as an agent of LM Ericsson. In or about and between May 2010 and June 2012, Employee 1 was the Head of the Customer Unit in North East Africa ("CU NEA"), a region that included Djibouti. Employee 1 left the Company in 2013. Employee 1 was an agent of an "issuer," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. "Employee 2," an individual whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was an employee of Ericsson Egypt and acted as an agent of LM Ericsson. In or about and between November 2010 and October 2012, Employee 2 served as the VP of New Business Development for the Horn of Africa, a region that included Djibouti. Employee 2 reported to Employee 1. Employee 2 left the Company in 2015. Employee 2 was an agent of an "issuer," as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

6. “Employee 3,” an individual whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was an employee of a wholly-owned subsidiary of LM Ericsson and acted as an agent of LM Ericsson. In or about and between April 2010 and June 2014, Employee 3 was a high-level executive in the Middle East and Africa region, a region which included Djibouti and Kuwait. Employee 1 reported to Employee 3. Employee 3 left the Company in 2017. Employee 3 was an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

7. “Employee 4,” an individual whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was an employee of a wholly-owned indirect subsidiary of LM Ericsson and acted as an agent of LM Ericsson. In or about and between July 2011 and December 2012, while on a long term assignment with Ericsson Egypt, Employee 4 served as the Customer Unit Controller for North East Africa, including Djibouti. Employee 4 reported to Employee 3. Employee 4 left the Company in 2015. Employee 4 was an agent of an “issuer,” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

#### **Foreign Entities and Officials**

8. During the relevant time period, “Telecom Company,” an entity whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was a state-owned telecommunications company in Djibouti. Telecom Company was controlled by the Djibouti government and performed a function that the Djibouti government treated as its own. Telecom Company was an “instrumentality” of a foreign government, as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1).

9. During the relevant time period, “Foreign Official 1,” an individual whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was a high-ranking



government official in the executive branch of the government of Djibouti. Foreign Official 1 had influence over decisions made by Telecom Company. Foreign Official 1 was a “foreign official” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

10. During the relevant time period, “Foreign Official 2,” an individual whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was a high-ranking government official in the executive branch of the government of Djibouti. Foreign Official 2 used his influence with the government of Djibouti to affect and influence the acts and decisions of Telecom Company. Foreign Official 2 was a “foreign official” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

11. During the relevant time period, “Foreign Official 3,” an individual whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was the CEO of Telecom Company. Foreign Official 3 had influence over decisions made by Telecom Company. Foreign Official 3 was a “foreign official” as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

### **Third Party Agents and Consultants**

12. During the relevant time period, “Consulting Company,” an entity whose identity is known to the Fraud Section, the Office, and Ericsson Egypt, was a private consulting company that was formed in Djibouti. Consulting Company was registered to the spouse of Foreign Official 2, and Foreign Official 2 acted as a representative of Consulting Company.

### **Overview of the Djibouti Bribery Scheme**

13. In or about and between 2010 and 2014, LM Ericsson, through certain of its agents, including Ericsson Egypt, Ericsson AB, Employee 1, Employee 2, Employee 3, Employee 4, and others knowingly and willfully conspired and agreed with others to corruptly provide approximately \$2,100,000 in bribe payments to, and for the benefit of, foreign officials in Djibouti, including Foreign Official 1, Foreign Official 2, and Foreign Official 3, in order to secure an improper advantage in order to obtain and retain business with Telecom Company and to win a contract valued at approximately €20,300,000 with Telecom Company (the “Telecom Company Contract”).

14. In order to conceal the true nature of the approximately \$2,100,000 in bribe payments, Employee 2 completed a draft due diligence report that failed to disclose the spousal relationship between the owner of Consulting Company and Foreign Official 2. Further, certain agents of LM Ericsson caused Ericsson AB’s branch office in Ethiopia to enter into a sham contract with Consulting Company and to approve fake invoices in order to further conceal the bribe payments.

15. In furtherance of the scheme, conspirators, including Employee 2 and Foreign Official 2, used U.S.-based email accounts to communicate with each other and other individuals about the scheme.

16. In addition, the \$2,100,000 in bribe payments that LM Ericsson, through certain of its agents, including Ericsson AB, ERICSSON EGYPT, and an employee of ERICSSON EGYPT made and caused to be made to Consulting Company were routed into and out of correspondent bank accounts at financial institutions in New York, New York.

### **Details of the Djibouti Bribery Scheme**

17. Specifically, in or about May 2010, Telecom Company informed Ericsson AB that Telecom Company was planning to modernize the mobile networks system in Djibouti, and that Ericsson AB was selected to participate in a tender for the business.

18. Subsequently, in or about 2010, Employee 2 informed Employee 1 that Ericsson AB could win the Telecom Company Contract if Ericsson AB paid bribes to government officials in Djibouti.

19. Subsequently, in or about 2010, Employee 1 and Employee 2 travelled to Djibouti to meet with Foreign Official 2 and Foreign Official 3. During this trip, Foreign Official 2 informed Employee 1 that Foreign Official 1 needed to be paid a bribe of €1,000,000, a portion of which would be passed along to Foreign Official 3. In return, Ericsson AB could win the Telecom Company Contract.

20. After the trip to Djibouti, in or about July 2010, Employee 1 informed Employee 3 that Ericsson AB could win the Telecom Company Contract if it paid bribes to Djibouti government officials. Employee 3 instructed Employee 1 to ensure that the bribe payments were tied to other costs associated with the Telecom Company Contract.

21. On or about October 25, 2010, Ericsson AB responded to the tender and submitted its bid to Telecom Company.

22. On or about May 11, 2011, Telecom Company awarded the Telecom Company Contract to Ericsson AB, a contract valued at approximately €20,300,000.

23. On or about June 16, 2011, Ericsson AB's branch office in Ethiopia and Consulting Company signed a consulting agreement. The services contemplated in the contract were never intended to be performed.



24. On or about June 26, 2011, Foreign Official 2 sent Employee 2 an invoice from Consulting Company requesting payment of €1,000,000 for 5,000 hours of purported work that was never performed.

25. On July 24, 2011, Employee 2 sent Employee 1 an email stating, “[Foreign Official 3] is on vacation until the 28<sup>th</sup> of July so not much will happen before he gets back... Maybe it will be better to pay the 1 M to [Foreign Official 1] and [another foreign official] so things can be pushed from them. What do you think?” Employee 1 responded on or about July 26, 2011, “We need to book the contract before doing any \$.”

26. Following additional delays in getting the bribe payment of €1,000,000 approved, Employee 1 sent a series of emails detailing the pressure Employee 1 was receiving from Djibouti government officials for the bribe payments to be made.

27. On or about August 14, 2011, Employee 1 emailed Employee 4, “I got a call from [Foreign Official 2] and he wants to know when we will wire...”

28. On August 14, 2011, Employee 1 emailed Employee 2 and Employee 4, and others, “Gents I just got another call from [Foreign Official 2]. We need to wire the payment within the current week.”

29. On or about August 17, 2011, Employee 1 emailed Employee 4 and others, “I just got now a call from the cabinet of [Foreign Official 1]. I really need we to wire the \$.”

30. On or about August 18, 2011, Employee 1 emailed Employee 4 and others, attaching an invoice from Consulting Company requesting the payment of €1,000,000, writing, “Hi, please find attached the invoice signed by me. Tell me what can I do to make this happen fast. I am getting strong pressures from [Foreign Official 1]. This is not nice.”

31. On or about August 18, 2011, Employee 2 emailed Employee 1 and Employee 4, and others, "As you said on your email below we have to pay the invoice ASAP . . . Everybody in the management of [Telecom Company] & in the ministry are waiting their part of the cake."

32. On or about August 22, 2011, Employee 2 emailed Employee 1, Employee 4, and others, attaching a draft due diligence report on Consulting Company. The draft due diligence report failed to disclose the spousal relationship between the owner of Consulting Company and Foreign Official 2.

33. On or about August 24, 2011, Ericsson AB's branch office in Dubai transferred approximately \$1,441,050 – the approximate equivalent at the time of €1,000,000 – to Consulting Company. Bank records show that the funds were wired through correspondent bank accounts in New York, New York, to Consulting Company's bank account at a bank in Djibouti.

34. On or about August 29, 2011, Employee 2 emailed Employee 4 a second invoice from Consulting Company, requesting a payment of €122,000 for 610 hours of purported work that was never performed.

35. On or about October 27, 2011, Ericsson AB's branch office in Dubai transferred approximately \$171,703 – the approximate equivalent at the time of €122,000 – to Consulting Company. Bank records show that the funds were wired through correspondent bank accounts in New York, New York, to Consulting Company's bank account at a bank in Djibouti.

36. On or about January 27, 2012, Employee 2 sent Employee 4 a third invoice from Consulting Company, requesting a payment of €414,000 for 2,070 hours of purported work that was never performed.

37. Ericsson AB continued to perform on the Telecom Company contract through 2014.

38. In or about January 2014, Ericsson AB sent an invoice to Telecom Company A in order to receive the final payment under the Telecom Company A contract.

39. On or about January 31, 2014, Ericsson AB received its last payment for its performance on the Telecom Company A contract. LM Ericsson, through Ericsson AB, earned approximately \$7,000,000 in profits from the Telecom Company A contract.