U.S. Department of Justice

United States Attorney
Southern District of New York

Criminal Division
Fraud Section

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1400 New York Ave, NW 11th Floor
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September 21, 2017

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Re: *United States v. Coscom LLC* 17CR581

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 and the Office of the United States Attorney for the Southern District of New York (collectively the "Fraud Section and the Office"), and the Defendant, Coscom LLC (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 one count of conspiracy to commit offenses 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. 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 corrupt payments.

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 criminal Information, and not some other agreement or agreements, existed between at least two people to violate the anti-bribery provisions 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 in an effort to further the purpose 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, 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 the Company, including:

a. the Defendant's parent company, Telia Company AB, is entering into a deferred prosecution agreement simultaneously to the Defendant entering this guilty plea (the "Telia DPA");

b. the Defendant and its parent company did not receive voluntary disclosure credit because they did not voluntarily and timely disclose to the Fraud Section and the Office the conduct described in the Statement of Facts attached hereto as Exhibit 2 ("Statement of Facts");

c. the Defendant and its parent 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;

d. the Defendant and its parent 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 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 Defendant and its parent company's corporate governance structure;

e. the Defendant and its parent company have enhanced and have committed to continuing to enhance their compliance program and internal controls, including ensuring that their compliance program satisfies the minimum elements set forth in Exhibit 3 ("Corporate Compliance Program");

f. based on the Defendant's and its parent company's remediation and the state of their compliance program, the Fraud Section and the Office determined that an independent compliance monitor was unnecessary;

g. 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;

h. the Defendant and its parent company have no prior criminal history;

i. the Defendant and its parent company have agreed to continue to cooperate with the Fraud Section and the Office as described in Paragraph 9 below; and

j. accordingly, after considering (a) through (i) above, the Defendant and its parent 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 and the Telia DPA.

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 forfeiture and special assessment; and

g. to 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 but not limited to the minimum elements set forth in Exhibit 3 of this Agreement.

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 Telia DPA, 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 involved in the conduct described in Exhibit 2 of the Agreement attached hereto, 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's and the Office's ability to 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. If the Fraud Section and the Office notify the Defendant prior to such transaction (or series of transactions) that they have determined that the transaction(s) 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, the Defendant agrees that such transaction(s) will not be consummated. In addition, if at any time during the term of the Telia DPA, the Fraud Section and the Office determine in their sole discretion that the Defendant has engaged in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, it may deem it a breach of this Agreement pursuant to Paragraphs 22-24. 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 conduct described in this Agreement and Exhibit 2 and other conduct related to corrupt payments under investigation by the Fraud Section and the Office at any time during the term of the Telia DPA, 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 of the Telia DPA. At the request of the Fraud Section and 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, its 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 Exhibit 2 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. The Defendant 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 law and regulations:

a. The Defendant 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 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, 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 Defendant, 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 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 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 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, by the Chief Executive Officer of the Defendant and the Chief Financial Officer of the Defendant, will certify to the Fraud Section and the Office that the Defendant has met its disclosure obligations pursuant to 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 it will be deemed to have been made in the judicial district in which this Agreement is filed.

The United States' Agreement

11. 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 or any of its direct or indirect affiliates, subsidiaries, or joint ventures relating to any of the conduct described in Exhibit 2. This Paragraph does not provide any protection against prosecution for any crimes, including corrupt payments made in the future by the Defendant or by any of its 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 or its direct or indirect parent companies, affiliates, subsidiaries, or joint ventures, who may have been involved in any of the matters set forth in the Information, Exhibit 2, or in any other matters. The Defendant agrees that nothing in this Agreement is intended to release the Defendant from any and all 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

12. The Defendant is pleading guilty because it is guilty of the charges contained in the Information. The Defendant admits, agrees, and stipulates that the factual allegations set forth in the Information and Exhibit 2 are true and correct, that it is responsible for the acts of its officers, directors, employees, and agents described in the Information and Exhibit 2, and that the Information and Exhibit 2 accurately reflect the Defendant's criminal conduct.

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

13. 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.

14. 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 Exhibit 2 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

15. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 371, is a fine of $500,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest, Title 18, United States Code 571(c)(3), (d); five

years' probation, Title 18, United States Code 3561(c)(l); and a mandatory special assessment of $400, Title 18, United States Code 3013(a)(2)(B). In this case, the parties agree that the gross pecuniary gain resulting from the offense is $457,169,977. Therefore, pursuant to 18 U.S.C. § 3571(d), the maximum fine that may be imposed is $914,339,954 per offense, or in this case a total of $914,339,954.

Sentencing Recommendation

16. 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 ("USSG"). 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 15.

17. The Fraud Section and the Office and the Defendant agree that a faithful application of the USSG 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 5, calculated as follows:

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

Calculation of Fine Range:

Base Fine	$457,169,977
Multipliers	1.00(min)/2.00(max)
Fine Range	$457,169,977/ $914,339,954

18. 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 United States 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 in the amount of $500,000 and $40,000,000 in criminal forfeiture and, payable in full within ten business days of such sentencing hearing ("the recommended sentence"). The parties agree that, in light of the Telia DPA, which requires Telia to pay a Total Monetary Penalty of $460,326,398.40 (including a contemplated $500,000 fine and $40,000,000 in criminal forfeiture on behalf of the Defendant) as a result of the misconduct committed by both Telia Company AB and the Defendant, as well as the factors cited in the Telia DPA, a $500,000 fine should be imposed on the Defendant.

b. Forfeiture: The Defendant hereby admits the forfeiture allegation with respect to Count One of the Information and agrees to forfeit to the United States, pursuant to Title 18, United States Code, Section 981, and Title 28, United States Code, Section 2461, a sum of money equal to $40,000,000 in United States currency (the "Forfeiture Amount"), representing the amount of proceeds traceable to the violations set forth in Count One of the Information (the "Money Judgment"). The Defendant shall transfer the Forfeiture Amount plus any associated transfer fees, to be applied in full satisfaction of the Money Judgment, no later than ten business days after the Defendant's sentencing hearing, pursuant to payment instructions provided by the Fraud Section and the Office in their sole discretion. The Defendant agrees to sign any additional

documents necessary to complete forfeiture of the funds. The Fraud Section and the Office agree that payments made by the Defendant shall be credited against the Total Monetary Penalty agreed to in the Telia DPA. The Defendant consents to the entry of the Consent Order of Forfeiture annexed hereto as Exhibit 4 and agrees that the Consent Order of Forfeiture shall be final as to the Defendant at the time it is ordered by the Court.

c. The Defendant shall not seek or accept directly or indirectly reimbursement or indemnification from any source, other than its parent company, with regard to the penalty, forfeiture, or disgorgement amounts that Defendant pays pursuant to the Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in Exhibit 2. The Defendant further acknowledges that no tax deduction may be sought in connection with the payment of any part of this $40,000,000 criminal forfeiture. The Fraud Section and the Office believe that a disposition that includes a $500,000 fine and criminal forfeiture in the amount of $40,000,000 is appropriate based on the factors outlined in Paragraph 6 of the Agreement and those in 18 U.S.C. § 3553(a).

d. 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.

19. 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.

20. 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. The parties further agree to request that the Court combine the entry of the guilty plea and sentencing into one proceeding. The parties, however, agree that in the event the Court orders that the entry of the guilty plea and sentencing hearing occur at separate proceedings, such an order will not affect the Agreement set forth herein.

Breach of Agreement

21. If, during the Term of the Telia DPA, 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) fails to implement a compliance program as set forth in Paragraph 7 of this Agreement and Exhibit 3; 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 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 Telia 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 charges 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 described in Paragraph 7(h) of the Agreement 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 in the Telia 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.

22. 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 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.

23. 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.

24. 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

25. 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 Exhibit 2. 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 Exhibit 2 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 Exhibit 2, 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 Exhibit 2 provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the Information or Exhibit 2. 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.

26. 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

27. 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:
FOR COSCOM LLC:

Date: 21 Sept 2017

By: _____
Jonas Bengtsson
Senior Vice President and General Counsel
Telia Company AB., parent company of
Coscom LLC

Date: 9/21/17

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

Angela T. Burgess
Davis Polk

Counsel to Coscom LLC

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

By: _____
Joan M. Loughnane
Deputy United States Attorney

EXHIBIT 1

CERTIFICATE OF CORPORATE RESOLUTIONS

I, Jonas Bengtsson, herby certify that I am a Senior Vice President and General Counsel of Telia Company AB and that the following are true, complete, and correct copies of resolutions adopted by a meeting of the shareholders of Coscom LLC ("Coscom" or the "Company") on September 20, 2017. I further certify that such resolutions have not been amended, modified, rescinded, or revoked, and are in full force and effect on the date hereof.

RESOLVED THAT:

The Coscom Shareholders have been fully informed by counsel of the proposed settlement 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") in connection with the Offices' investigation into a criminal violation of the Foreign Corrupt Practices Act ("FCPA"), and the key terms of the proposed settlement have been distributed to the Shareholders.

Pursuant to the Plea Agreement between the Company and the Offices, the Company: (a) acknowledges the filing of the one-count Information charging the Company with one count of conspiracy to violate the FCPA, as amended, Title 15, United States Code, Section 78dd-1, in violation of Title 18, United States Code, Section 371; and (b) waives indictment on such charges and enters into a plea agreement (the "Agreement") with the Offices.

The Shareholders accept the terms and conditions of the Plea Agreement, including, but not limited to, (a) a knowing waiver of Coscom's right 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 Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of the 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 Statement of Facts or relating to conduct known to the Offices prior to the date on which the Agreement was signed and that is not time-barred by the applicable statute of limitations on the date of the signing of the Agreement.

Jonas Bengtsson, Senior Vice President and General Counsel Telia Company AB, parent company of Coscom, is authorized, empowered and directed, on behalf of Coscom, to execute and deliver the Plea Agreement on behalf of Coscom in such form as reviewed by the Shareholders and to take any and all actions as may be necessary or appropriate, including entering the plea in court on behalf of Coscom, 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 (including execution and delivery of any such agreement or document and to appear in court to enter the plea on behalf of Coscom and any related proceedings).

Date: 21 Sept 207

By: 

EXHIBIT 2

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Plea 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 Coscom LLC, and the parties hereby agree and stipulate that the following information is true and accurate. Coscom LLC 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, Coscom LLC acknowledges that the Fraud Section and the Office would have proven beyond a reasonable doubt, by admissible evidence, the facts alleged below and set forth in the criminal Information.

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, COSCOM LLC, 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, including defendant Coscom LLC ("COSCOM").

5. As described below, in or around 2007, Telia began operating its mobile telecommunications business in Uzbekistan through its indirect subsidiary defendant 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 defendant 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 defendant 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 defendant 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 defendant 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 and Uzbek subsidiary, defendant COSCOM.

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 defendant 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 defendant 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 defendant 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 defendant 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 defendant 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 defendant 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 defendant 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 defendant 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 defendant 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 defendant COSCOM to Russian or Qatari buyers.

14. On or about February 7, 2007, UzACI forced defendant 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 defendant 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 defendant 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 defendant 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 an executive of defendant COSCOM 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 executives of defendant COSCOM who executed the corrupt transaction complained to certain Telia management, including Executive A, about how the 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 defendant 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 defendant 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 defendant 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 defendant 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 defendant 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 [defendant 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 defendant 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 defendant COSCOM was getting "only a wording addition to [defendant 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 defendant 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 defendant 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 [an executive of defendant COSCOM], before we make payment."

48. On or about June 11, 2010, UzACI issued a decision granting defendant COSCOM the right to use certain 4G frequencies that had previously been awarded to, and subsequently waived by, a defendant 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 defendant 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 defendant 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 defendant COSCOM the right to use certain 4G frequencies, which had previously been held and waived by a defendant COSCOM competitor in Uzbekistan for which Associate B served as chief executive officer.

52. After the 4G frequencies were granted to defendant 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.

EXHIBIT 3

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, Coscom LLC (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 shareholders, or any appropriate committee of the shareholders, 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.