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U.S. Department of Justice

United States Attorney
Southern District of New York

Criminal Division
Fraud Section

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

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

February 10, 2016

Mark Rochon, Esq.
John E. Davis, Esq.
Miller & Chevalier Chartered
655 Fifteenth Street, NW
Suite 900
Washington, DC 20005-5701

Re: *United States v. Unitel LLC* 16-cr-137 (ER)

Dear Counsel:

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, and on the understandings specified below, the United States of America, by and through the Fraud Section, Criminal Division, United States Department of Justice, and the Office of the United States Attorney for the Southern District of New York (collectively the "Offices") will accept a guilty plea from Unitel LLC ("Unitel" or the "defendant") to Count One of the criminal information (the "Information") in the above-referenced case. Count One charges 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, Section 78dd-1, and carries a maximum fine of the greatest of $500,000, twice the gross pecuniary gain derived from the offense, or twice the gross pecuniary loss to persons other than the defendant resulting from the offense, Title 18, United States Code Section 357l(c)(3), (d); five years' probation, Title 18, United States Code Section 356l(c)(l); and a mandatory special assessment of $400, Title 18, United States Code Section 3013(a)(2)(B).

The Defendant's Agreement

Pursuant to Fed. R. Crim. P. 1 l(c)(l)(C), Unitel agrees to waive its right to indictment by a grand jury and further agrees to plead guilty to the one-count Information in this case. Upon acceptance by the Court of this Agreement, the defendant further agrees to persist with that plea through sentencing and, as set forth below, to cooperate fully with the Offices in their investigation into all matters related to the conduct charged in the Information.

The defendant understands and agrees that this Agreement is between the Offices and Unitel. This Agreement does not bind any other division or section of the Department of Justice, or any other federal, state, local, or foreign prosecuting, administrative, or regulatory authority. The Offices will bring this Agreement and the cooperation of the defendant, its direct or indirect affiliates, subsidiaries, and parent corporations, to the attention of other prosecuting authorities or other agencies, if requested by the defendant.

The defendant agrees that this Agreement will be executed by an authorized corporate representative. Defendant further agrees that a Resolution duly adopted by the defendant's Supervisory Board, attached to this Agreement as Exhibit 1, represents that the signatures on this Agreement by Unitel and its counsel are authorized by defendant's Supervisory Board.

The defendant agrees and represents that it has the full legal right, power, and authority to enter into and perform all obligations under this Agreement. As discussed below, in light of the disposition with the defendant's parent corporation, the parties agree that no fine should be imposed on the defendant. The defendant agrees to pay the Clerk of the Court for the United States District Court for the Southern District of New York the mandatory special assessment of $400 per count within ten (10) business days from the date of sentencing.

The defendant agrees that if it, its parent corporation, or any of its direct or indirect affiliates or subsidiaries, issues a press release or holds a press conference in connection with this Agreement, the defendant shall first consult with the Offices to determine whether (a) the text of the release or proposed statements at any press conference are true and accurate with respect to matters between the Offices and the defendant; and (b) the Offices have an objection to the release or statement. Nothing in this Paragraph restricts the defendant, its parent corporation, or any of its direct or indirect affiliates or subsidiaries, from fulfilling obligations under the federal securities laws or from interacting with investors.

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: (i) appear, through duly appointed representatives, as ordered for all Court appearances; and (ii) 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 and the Offices;

f. To pay the applicable fine and special assessment;

g. To work with its parent corporation in fulfilling the obligations of the VimpelCom Deferred Prosecution Agreement entered into between VimpelCom Ltd. and the Offices in a related matter (the "VimpelCom DPA").

The defendant agrees to cooperate fully with the Offices in any and all matters relating to the conduct described in this Agreement, the Statement of Facts attached as Exhibit 2, and the Information filed pursuant to this Agreement, and other conduct related to corrupt payments, false books, records, and accounts, and the failure to implement adequate internal accounting controls, 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 VimpelCom DPA. At the request of the Offices, the defendant agrees to 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 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, the Statement of Facts, and the Information, and other conduct related to corrupt payments, false books, records, and accounts, and the failure to implement adequate internal accounting controls under investigation by the Offices at any time during the term of the VimpelCom DPA. The defendant agrees that its cooperation pursuant to this paragraph shall include, but not be limited to, the following, subject to the obligation of the defendant to comply with local law and regulations, including relevant data privacy and national security laws and regulations:

a. The defendant agrees to truthfully disclose all factual information not protected by a valid claim of attorney-client privilege, work product doctrine, or applicable foreign laws, including relevant data privacy and national security laws and regulations, with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any evidence or allegations and internal or external investigations, about which the defendant has any knowledge or about which the Offices may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the defendant to provide to the Offices, upon request, any document, record, or other tangible evidence about which the Offices may inquire of the defendant, to the extent such disclosure does not violate applicable laws or regulations.

b. Upon request of the Offices, the defendant agrees to designate knowledgeable employees, agents or attorneys to provide to the Offices the information and materials described in Paragraph (a) above on behalf of the defendant, to the extent permitted by applicable laws or regulations. The defendant further agrees to provide complete, truthful, and accurate information at all times.

c. The defendant agrees to use its best efforts to make available for interviews or testimony, as requested by the Offices, present or former officers, directors, employees, agents, and consultants of the defendant. This 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 Offices pursuant to this Agreement, the defendant consents to any and all disclosures, subject to applicable law and regulations (including relevant foreign data privacy and national security laws 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 Offices, in their sole discretion, shall deem appropriate.

e. During the Term of the VimpelCom DPA, should the defendant learn of credible evidence or allegations of possible corrupt payments, related false books and records, or the failure to implement or circumvention of internal controls, including the existence of internal or external investigations into such conduct, the defendant agrees to promptly report such evidence or allegations to the Offices.

Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, the defendant agrees that in the event that, during the Term of the VimpelCom DPA, the defendant sells, merges, or transfers all or substantially all of its business operations, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include, as determined in the sole discretion of the Offices (considering all relevant factors related to the transaction and the Agreement), in any contract for such sale, merger, transfer, or other change in corporate form provisions to bind the purchaser, or any successor in interest thereto, to any or all obligations described in this Agreement.

Except as may otherwise be agreed by the parties hereto in connection with a particular transaction, if, during the Term of the VimpelCom DPA, the defendant undertakes any change in corporate form that involves business operations that are material to the consolidated financial statements of the defendant, as they exist as of the date of this Agreement, whether such transaction is structured as a sale, asset sale, merger, transfer, or other similar transaction, the defendant shall provide notice to the Offices at least thirty (30) days prior to undertaking any such transaction. If such transaction (or series of transactions) is completed and has the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined in the sole discretion of the Offices (considering all relevant factors related to the transaction and the Agreement), it shall be deemed a breach of this Agreement.

The United States' Agreement

In exchange for the corporate guilty plea of the defendant and the complete fulfillment of all of its obligations under this Agreement, and in exchange for the agreement of the defendant's parent corporation, VimpelCom Ltd., to assume all of the obligations set forth in the VimpelCom DPA, the Offices agree that it will not file additional criminal charges against the defendant or any of its direct or indirect affiliates or subsidiaries, or its parent corporations, relating to the conduct described in the Statement of Facts attached as Exhibit 2 or the Information filed pursuant to this Agreement, including, but not limited to, criminal cases alleging violations of the FCPA, Travel Act, money laundering statutes, mail or wire fraud statutes, or conspiracy statutes, except as provided by the VimpelCom DPA.

This Agreement does not provide any protection against prosecution for any corrupt payments, false accounting, or internal accounting controls violations 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 also does not close or preclude the investigation or prosecution of any natural persons, including any officers, directors, employees, agents, or consultants of the defendant, who may have been involved in any of the matters set forth in the Information, Statement of Facts, or in any other matters.

Factual Basis

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 are true and correct, that it is responsible for the acts of its present and former officers and employees described in the Statement of Facts attached here to and incorporated herein as Exhibit 2, and that the Statement of Facts accurately reflects the defendant's criminal conduct.

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

The defendant represents to the Court that defendant is satisfied that the defendant's attorneys have rendered effective assistance. Defendant understands that by entering into this Agreement, the defendant surrenders certain rights as provided in this Agreement. Defendant understands that the rights of defendants include the following:

a. If the defendant persisted in a plea of not guilty to the charges, defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if the defendant, the United States, and the Court all agree.

b. At a trial, the United States would be required to present its witnesses and other evidence against the defendant. The defendant would be able to confront those witnesses and the defendant's attorney would be able to cross-examine them. In turn, the defendant could, but would not be required to, present witnesses and other evidence on its own behalf. If the witnesses for the defendant would not appear voluntarily, the defendant could require their attendance through the subpoena power of the Court.

c. At a trial, no inference of guilt could be drawn from the defendant's refusal to present evidence. However, if the defendant desired to do so, it could present evidence on its behalf.

The defendant understands that nothing in this Agreement will restrict access by the United States Probation Office or the Court to information and records in the possession of the United States or any of its investigative law enforcement agencies, including state and local law enforcement agencies, as well as information, documents, and records obtained from the defendant.

The defendant is aware that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Should the Court impose the sentence proposed herein, the defendant agrees that it will waive the right to appeal the plea, conviction, and sentence (or the manner in which it was determined) on the grounds set forth in Title 18, United States Code, Section 3742. 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 is also aware that the United States Constitution and the laws of the United States afford the defendant the right to contest or "collaterally attack" its conviction or sentence after the conviction has become final. Knowing that, the defendant knowingly waives the right to contest or "collaterally attack" the defendant's plea, conviction, and sentence, provided that such sentence is consistent with the terms of this Agreement, by means of any post-conviction proceeding.

The defendant waives all defenses based on the statute of limitations with respect to any prosecution relating to the conduct described in the attached Statement of Facts 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 that such prosecution is brought within one year of any such vacation of conviction, violation of the agreement, or withdrawal of the plea plus the remaining time period of the statute of limitations as of the date that this Agreement is signed. In addition, the defendant agrees that the statute of limitations as to any violation of U.S. federal law that occurs during the Term of the VimpelCom DPA will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Offices are made aware of the violation or the duration of the Term of the VimpelCom DPA 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. The Offices are free to take any position on appeal or any other post-judgment matter.

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 Department has fulfilled all of its obligations under this Agreement and the Court has imposed the agreed-upon sentence, the defendant nevertheless withdraws its guilty plea.

Defendant waives all defenses to the conduct charged in the Information based on venue, speedy trial under the United States Constitution and Speedy Trial Act, and any and all constitutional and non-jurisdictional defects.

Penalty

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).

a. The defendant hereby stipulates and agrees not to institute or participate in any proceeding to interfere with, alter, or bar enforcement of any fine, penalty, special assessment, or forfeiture order pursuant to the automatic stay or other provision of the United States Bankruptcy Code.

b. 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.

Sentencing Factors

The parties agree that pursuant to *United States v. Booker,* 543 U.S. 220 (2005), the Court must determine an advisory sentencing guideline range pursuant to the United States Sentencing Guidelines. The Court will then determine a reasonable sentence within the statutory range after considering the advisory sentencing guideline range and the factors listed in 18 U.S.C. § 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 Offices and the defendant agree that a faithful application of the United States Sentencing Guidelines (USSG) to determine the applicable fine range yields the following analysis:

a. The 2015 USSG are applicable to this matter.

b. Offense Level. Based upon USSG § 2C1.1, the total offense level is 48, calculated as follows:

(a)(2)	Base Offense Level	12
(b)(1)	Multiple Bribes	+2
(b)(2)	Value of benefit received more than $400,000,000	+30
(b)(3)	Public official in a high-level decision-making position	+4
TOTAL		48

c. Base Fine. Based upon USSG § 8C2.4(a)(2), the base fine is $523,098,180 (as the pecuniary gain exceeds the fine indicated in the Offense Level Fine Table, namely $72,500,000)

d. Culpability Score. Based upon USSG § 8C2.5, the culpability score is 7, calculated as follows:

(a)	Base Culpability Score	5
(b)(2)	the organization had 1,000 or more employees and an individual within high-level personnel of the organization participated in, condoned, or was willfully ignorant of the offense	+4
(g)	The organization fully cooperated in the investigation and clearly demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct	- 2
TOTAL		7

Calculation of Fine Range:

Base Fine	$523,098,180
Multipliers	1.40(min)/2.80(max)
Fine Range	$732,337,452/ $1,464,674,904

Sentencing Recommendation

Pursuant to Rule l l(c)(l)(C) of the Federal Rules of Criminal Procedure, the Offices and the defendant agree that the following represents the appropriate disposition of the case:

a. Fine. The parties agree that, in light of (a) the complexity of the overall dispositions with Unitel and its parent company, VimpelCom Ltd., and (b) the interrelationship among the charges and conduct underlying those dispositions, an application of the Alternative Fines Act, Title 18, United States Code, Section 3571(d), to this case would unduly complicate or prolong the sentencing process, so that the maximum fine under the Sentencing Guidelines is $500,000 as provided in Title 18, United States Code Section 3571(c)(3). The parties agree that, in light of the VimpelCom DPA, which requires VimpelCom to pay a total monetary penalty of $460,326,398.40 as a result of the misconduct committed by both VimpelCom Ltd. and the defendant, as well as the factors cited in the VimpelCom DPA, no fine should be imposed on the defendant.

b. Organizational Probation. The parties agree that a term of organizational probation is not appropriate in this case, as the defendant's parent corporation, VimpelCom Ltd., has agreed to the retention of an independent corporate monitor pursuant to the VimpelCom DPA, who will monitor VimpelCom Ltd. and its subsidiaries, including the defendant.

c. Mandatory Special Assessment. The defendant shall pay to the Clerk of the Court for the United States District Court for the Southern District of New York within ten (10) business days of the time of sentencing the mandatory special assessment of $400 per count.

d. Court Not Bound. 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. The defendant, however, also understands that if the Court accepts this Agreement, the Court is bound by the sentencing recommendation.

Consolidation of Plea and Sentencing and Waiver of Presentence Investigation

The parties agree, subject to the Court's approval, to waive the requirement for a presentence report, pursuant to Federal Rule of Criminal Procedure 32(c)(1)(A), based on a finding by the Court that the record contains information sufficient to enable the Court to meaningfully exercise its sentencing power. The parties, however, agree that in the event the Court orders the preparation of a presentence report prior to sentencing, such order will not affect the agreement set forth herein. Additionally, if the Court directs the preparation of a presentence report, the Offices will fully inform the preparer of the presentence 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 the Plea Agreement

If the defendant breaches the terms of this Agreement, or commits any new U.S. federal criminal offense between signing this Agreement and sentencing, the Offices are relieved of their obligations under this Agreement, but the defendant may not withdraw its guilty plea. Whether the defendant has breached any provision of this Agreement shall be determined solely by the Offices.

In the event the Offices determine that the defendant has breached this Agreement, the Offices agree to provide the defendant with written notice of such breach prior to instituting any

prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the defendant shall have the opportunity to respond to the Offices 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 Offices shall consider in determining whether to pursue prosecution of the defendant.

In the event of a breach of this Agreement by the defendant:

a. Unitel shall be fully subject to criminal prosecution for any crimes, including perjury and obstruction of justice;

b. the Offices will be free to use against Unitel, directly and indirectly, in any criminal or civil proceeding any of the information or materials provided by Unitel pursuant to this Agreement, as well as the admitted Statement of Facts contained herein; and

c. should the Offices elect to pursue criminal charges or any civil action that was not filed as a result of this Agreement, then Unitel agrees that any applicable statute of limitations is tolled between the date of Unitel's signing of this Agreement and the expiration of the Term of the VimpelCom DPA plus one year, and Unitel waives all defenses based on the statute of limitations, venue, 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.

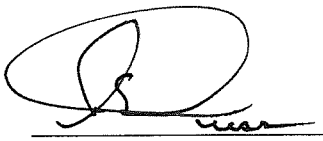
Complete Agreement

This written Agreement constitutes the complete plea agreement between the parties. No promises or representations have been made by the United States except as set forth in writing in this Agreement. The defendant acknowledges that no threats have been made against the defendant and that the defendant is pleading guilty freely and voluntarily because the defendant is guilty. Any modification of this Agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

AGREED:

FOR UNITEL LLC:

Date: FEBRUARY 18, 2016

By: 

Scott G. Dresser
Group General Counsel
VimpelCom Ltd., parent company of
Unitel LLC

Date: 18 Feb 2016

By: _____
Mark Rochon
John E. Davis
Miller & Chevalier Chartered
Counsel to Unitel LLC

FOR THE DEPARTMENT OF JUSTICE:

ANDREW WEISSMANN
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: February 17, 2016

By: _____
Nicola J. Mrazek
Senior Litigation Counsel

Ephraim Wernick
Trial Attorney

PREET BHARARA
United States Attorney
Southern District of New York

Date: February 17, 2016

By: _____
Edward Imperatore
Assistant United States Attorney

By: _____
Daniel L. Stein
Chief, Criminal Division

EXHIBIT 1

Certificate of Corporate Resolutions

I, Matthew J. Matule, hereby certify that I am Deputy General Counsel, Litigation, of VimpelCom Ltd. and that the following are true, complete, and correct copies of resolutions adopted by the Unitel LLC ("Company") Supervisory Board on February 9, 2016. 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 Unitel Supervisory Board has been fully informed by its counsel of the proposed settlement with the Fraud Section, Criminal Division, United States Department of Justice, and the Office of the United States Attorney for the Southern District of New York (collectively the "Offices") 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 explained or distributed to the Unitel Supervisory Board.

Pursuant to the Plea Agreement between the Company and the Offices: (l) the Company will, through an authorized agent, plead guilty to conspiracy to violate the anti-bribery provisions of the FCPA; (2) in light of the disposition with the Company's parent corporation, VimpelCom Ltd., the Company will not pay a fine; and (3) the Company will agree to the other commitments set out on the Plea Agreement. The Unitel Supervisory Board has been fully advised by its counsel of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into the Plea Agreement.

The Unitel Supervisory Board hereby approves the proposed settlement related to the completion of the proceeding against the Company, and approves and authorizes the Company, through its authorized agent, to enter into the Plea Agreement in substantially such form as reviewed by the Unitel Supervisory Board, and the actions contemplated thereby, including the entry by the Company of a guilty plea. The Unitel Supervisory Board hereby empowers and obliges Scott G. Dresser, Group General Counsel for VimpelCom Ltd. or his delegate, acting on the basis of the power of attorney issued by the Company, to: (1) execute and deliver the Plea Agreement and any other documents necessary to enter into the proposed settlement with the Offices; and (2) enter a guilty plea before the United States District Court for the Southern District of New York and accept the sentence of said court on behalf of the Company.

IN WITNESS HEREOF, the undersigned has executed this on February 17, 2016.

By: Matthew J. Matule

Matthew J. Matule
Deputy General Counsel, Litigation, VimpelCom Ltd.

MINUTES
OF THE MEETING OF THE SUPERVISORY BOARD
OF LIMITED LIABILITY COMPANY "UNITEL"
1, BUKHORO STREET, TASHKENT, 100047, REPUBLIC OF UZBEKISTAN

Moscow **February 9, 2016**

The meeting of the Supervisory Board of LLC "Unitel" (hereinafter referred to the "Company") is conveyed in the form of joint presence.

Place of the meeting is: Russian Federation, Moscow, Krasnoproletarskaya street, 4

Date and time of the meeting: 9 February, 2016

The number of the Supervisory Board members: 4

The number of the Supervisory Board members present at the meeting: Zauresh Lisitsyna, Ilya Chulyukin, Larisa Zvereva

Quorum: available

Agenda of the meeting:

1. Approval of the Plea Agreement.

IT IS RESOLVED THAT:

The Unitel Supervisory Board has been fully informed by its counsel of the proposed settlement with the Fraud Section, Criminal Division, United States Department of Justice, and the Office of the United States Attorney for the Southern District of New York (collectively the "Offices") 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 explained or distributed to the Unitel Supervisory Board.

Pursuant to the Plea Agreement between the Company and the Offices: (I) the Company will, through an authorized agent, plead guilty to conspiracy to violate the payments provisions of the FCPA; (2) in light of the disposition with the Company's parent corporation, Vimpelcom Ltd., the Company will not pay a fine; and (3) the Company will agree to the other commitments set out on the Plea Agreement. The Unitel Supervisory Board has been fully advised by its counsel of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into the Plea Agreement.

The Unitel Supervisory Board hereby approves the proposed settlement related to the completion of the proceeding against the Company, and approves and authorizes the Company, through its authorized agent, to enter into the Plea Agreement in substantially such form as reviewed by the Unitel Supervisory Board, and the actions contemplated thereby, including the entry by the Company of a guilty plea. The Unitel Supervisory Board hereby empowers and obliges Scott G. Dresser, Group General Counsel for VimpelCom Ltd., acting on the basis of the power of attorney issued by the Company, or his delegate to: (1) execute and deliver the Plea Agreement and any other documents necessary to enter into the proposed settlement with the Offices; and (2) enter a guilty plea before the United States District Court for the Southern District of New York and accept the sentence of said court on behalf of the Company.

Results of the voting:

Three members of the Supervisory Board voted "For". The resolution is adopted unanimously.

Members of the Supervisory Board: Z.Lisitsyna

I.Chulyukin

L.Zvereva

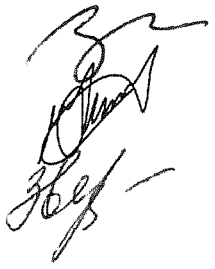


EXHIBIT 2

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 "Offices") and Unitel LLC, and the parties hereby agree and stipulate that the following information is true and accurate. Unitel 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, Unitel LLC acknowledges that the Offices 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, Section 78dd-1(f)(1).

B. UNITEL, VimpelCom, and Other Relevant Entities and Individuals

2. From in or around 2010 to the present, VimpelCom Ltd. was a multinational telecommunications company headquartered in the Netherlands and incorporated in Bermuda. During the period of in or around 1996 to in or around 2013, VimpelCom Ltd. or its predecessor company (collectively referred to as "VimpelCom") maintained a class of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, 15 U.S.C. § 78*l*, and was required to file periodic reports with the SEC under Section 15(d) of the Securities Exchange Act, 15 U.S.C. § 78o(d). Accordingly, VimpelCom was an "issuer" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

3. VimpelCom had direct and indirect subsidiaries in various countries around the world through which it conducted telecommunications business.

4. As described below, in or around 2006, VimpelCom acquired two Uzbek telecommunications companies, Unitel LLC and LLC Bakrie Uzbekistan Telecom ("Buztel"), and merged the two companies under the name Unitel LLC (hereinafter, "Unitel LLC" refers to the predecessor-in-interest, whereas "UNITEL" refers to the merged entity). UNITEL was headquartered and incorporated in Uzbekistan and conducted VimpelCom's mobile telecommunications business in Uzbekistan.

5. From in or around 2002 to January 2014, "Executive 1," an individual whose identity is known to the United States, worked for various VimpelCom-related entities. From in or around December 2009 to January 2014, Executive 1 was a high-ranking VimpelCom executive with responsibilities in the Commonwealth of Independent States ("CIS") region, including oversight of UNITEL in Uzbekistan.

6. From in or around 2003 to February 2013, "Executive 2," an individual whose identity is known to the United States, worked for various VimpelCom-related entities. From in or around February 2010 to February 2013, Executive 2 worked with Executive 1 relating to VimpelCom's business in the CIS region, including oversight of UNITEL in Uzbekistan.

7. "Foreign Official," an individual whose identity is known to the United States, was an Uzbek government official and a close relative of a high-ranking Uzbek government official. Foreign Official had influence over decisions made by UzACI. Foreign Official was a "foreign official" as that term is used in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1).

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

9. "Associate A," an individual whose identity is known to the United States, was Foreign Official's close associate. When Shell Company was incorporated in 2004, Associate A was twenty years old and became 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 UNITEL's primary competitors in Uzbekistan. Associate B also represented Shell Company and Foreign Official in their business dealings with VimpelCom and UNITEL.

II. Overview of the Corruption Scheme

11. As discussed in more detail below, VimpelCom and UNITEL conspired with others to provide over $114 million in bribes in exchange for Foreign Official's understood influence over decisions made by UzACI concerning Uzbekistan's telecommunications market. VimpelCom and UNITEL officials understood that they had to regularly pay Foreign Official

millions of dollars in order to continue to obtain necessary UzACI approvals and be allowed to obtain and retain Uzbek telecommunications business.

12. The conspiracy to make corrupt payments to Foreign Official occurred in stages:

a. First, before entering the Uzbek market, certain VimpelCom management understood that they were required to have Foreign Official as a "local partner" to conduct business in Uzbekistan. As part of its efforts to enter the market, VimpelCom paid $60 million to acquire Buztel, a company in which certain VimpelCom management knew that Foreign Official held an indirect interest via Shell Company, because certain VimpelCom management knew that the acquisition of Buztel likely would facilitate VimpelCom's acquisition of Unitel LLC and enable the company to conduct business in Uzbekistan.

b. Second, in 2006, VimpelCom and UNITEL corruptly entered into a lucrative partnership agreement with Foreign Official's front company, Shell Company, in which Shell Company would obtain an indirect ownership interest in UNITEL that VimpelCom would later repurchase at a guaranteed profit. The true purpose of this agreement was to pay a $37.5 million bribe to Foreign Official in exchange for Foreign Official permitting VimpelCom and UNITEL to conduct business in Uzbekistan.

c. Third, VimpelCom, through a subsidiary, corruptly entered into a contract with Shell Company purportedly to obtain 3G frequencies in 2007. Certain VimpelCom management caused a $25 million bribe to be paid to Foreign Official via Shell Company so that Foreign Official would help UNITEL obtain these valuable telecommunications assets and permit it to conduct business in Uzbekistan.

d. Fourth, VimpelCom, directly or through a subsidiary, knowingly entered into fake consulting contracts with Shell Company for $2 million in 2008 and $30 million in

2011; in both cases, Shell Company did no real work to justify the large consulting fees. The corrupt purpose of these contracts was to provide Foreign Official with approximately $32 million in exchange for valuable telecommunications assets and to allow UNITEL to continue to conduct business in Uzbekistan.

e. Finally, VimpelCom and UNITEL made $20 million in bribe payments to Foreign Official in 2011 and 2012 through purposefully non-transparent transactions with purported "reseller" companies. Through these transactions with reseller companies, VimpelCom and UNITEL made and concealed corrupt payments to Foreign Official through Shell Company, which allowed UNITEL to continue to conduct business in Uzbekistan.

13. Certain VIMPELCOM and Unitel management used U.S.-based email accounts to communicate with others and effectuate the scheme. In addition, VIMPELCOM and Unitel each made numerous corrupt payments that were executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

III. The Corruption Scheme

A. VimpelCom Corruptly Entered the Uzbek Market in 2005 and 2006

14. In 2005, as part of a plan of expansion into the CIS region, VimpelCom sought to acquire an Uzbek telecommunications company. Two companies under consideration for acquisition were Unitel LLC, the second largest operator in Uzbekistan with approximately 300,000 subscribers, and Buztel, which was a much smaller operator with only 2,500 subscribers. Although there was a sound business case for purchasing Unitel LLC alone, VimpelCom ultimately purchased Buztel, as well. Certain VimpelCom management knew that Foreign Official held an indirect interest in Buztel, and that purchasing Buztel would ensure Foreign Official's support for VimpelCom's entry into the Uzbek telecommunications market.

15. As reflected in the minutes of a December 13, 2005 VimpelCom Finance Committee meeting, certain VimpelCom management explained that "due to certain political reasons (and this message should be taken by us as is), Buztel should be considered as an entry ticket into [the] Uzbekistan market and the buyer of Buztel would be considered a preferred buyer of Unitel." Certain VimpelCom management explained that it was "more important to follow the political requirements suggested for entry into the market versus [the] questionable risk of acquisition of Unitel as [a] standalone" and VimpelCom would be "in opposition to a very powerful opponent and bring [the] threat of revocation of licenses after the acquisition of Unitel [as a] stand-alone."

16. According to minutes of the meeting, a VimpelCom Finance Committee member questioned the wisdom of purchasing Buztel when Unitel LLC was of a size sufficient for nation-wide coverage and when the $60 million purchase price for Buztel could be better spent developing Unitel LLC's network. The minutes reflect that same member also "expressed concern on the structure of the deal and FCPA issues" and noted "that if [VimpelCom] goes into this deal under this structure and if the structure violates the FCPA picture, [VimpelCom's] name could be damaged."

17. The Finance Committee voted to move forward with the acquisition process with the understanding that VimpelCom's board should consider whether to "enter Uzbekistan through acquisitions of both Buztel (as a condition of entry into the market) and Unitel, . . . provided, however, that all issues related to FCPA should be resolved" or "to bid for Unitel only with understanding that potentially it may be more expensive and is connected with risks of business development without [the] local partner."

18. During a December 14, 2005 VimpelCom board meeting, the likelihood of corruption was further discussed. For example, certain VimpelCom management explained that Foreign Official was actively influencing and interfering with Buztel's operations because of Foreign Official's ownership interest in the company. Certain VimpelCom management added that Foreign Official appeared to have control and influence over the purchase price for Unitel LLC. Certain VimpelCom management also warned that there could be a falling out with the local partner if VimpelCom only purchased Unitel LLC that would make it difficult, if not impossible, to operate in Uzbekistan. Concerns were raised about doing business with Foreign Official and the dangers associated with the Buztel transaction, and there was a recognition that a thorough analysis was needed to ensure that the Buztel payment was not merely a corrupt pretext for other services and favors. There were also numerous requests to ensure that the deal complied with the FCPA. Ultimately, VimpelCom's board approved the acquisitions of Buztel and Unitel LLC, with a condition that FCPA analysis from an international law firm be provided to VimpelCom.

19. VimpelCom's management then sought FCPA advice that could be used to satisfy the board's requirement while allowing VimpelCom to proceed with a knowingly corrupt deal. Despite the known risks of Foreign Official's involvement in Buztel, certain VimpelCom management obtained FCPA legal opinions from an international law firm supporting the acquisition of Unitel LLC and Buztel; however, certain VimpelCom management did not disclose to the law firm Foreign Official's known association with Buztel. As a result, the legal opinion did not address the critical issue identified by the VimpelCom board as a prerequisite to the acquisition. Certain VimpelCom management limited the law firm's FCPA review of the transaction to ensure that the legal opinion would be favorable.

20. Having obtained a limited FCPA legal opinion designed to ostensibly satisfy the board's requirement, certain VimpelCom management then proceeded with the Buztel acquisition and corrupt entry into the Uzbek market. VimpelCom, through subsidiaries, purchased Buztel for approximately $60 million on or about January 18, 2006 and Unitel LLC for approximately $200 million on or about February 10, 2006, along with the assumption of some debt.

B. VimpelCom Corruptly Entered into a Local Partnership in 2006 and 2007

21. As VimpelCom entered the Uzbek market through the acquisitions of Unitel LLC and Buztel, certain VimpelCom management learned that VimpelCom would be required to enter into a partnership with Shell Company, which was ultimately controlled by Foreign Official, in order to conceal corrupt payments to Foreign Official in exchange for Foreign Official's support to allow VimpelCom and UNITEL to do business in Uzbekistan.

22. VimpelCom structured the partnership agreement to hide the bribe payments to Foreign Official. Under the deal, Shell Company obtained an indirect interest of approximately 7% in UNITEL for $20 million, and Shell Company received an option to sell its shares back to UNITEL in 2009 for between $57.5 million and $60 million for a guaranteed net profit of at least $37.5 million. In proposing the partnership, VimpelCom justified it in part by explaining that the partner would provide the "[r]evision of the licensing agreement for the major licenses" and "transfer of frequencies," while also noting that the direct transfer of frequencies was not allowed in Uzbekistan.

23. VimpelCom's board approved the partnership on or about April 7, 2006, but its approval again was conditioned on "FCPA analysis by an international law firm" and required that the "the identity of the Partner . . . [be] presented to and approved by the Finance

Committee." VimpelCom received an FCPA opinion on the sale of the indirect interest in UNITEL to Shell Company on or about August 30, 2006. The FCPA advice VimpelCom received was not based on important details that were known to certain VimpelCom management and that certain VimpelCom management failed to provide to outside counsel, including Foreign Official's control of Shell Company. In addition, documents, including minutes from the Finance Committee's meeting on August 28, 2006, failed to identify the true identity of the local partner by name while noting the "extremely sensitive" nature of the issue.

24. On or about March 28, 2007, VimpelCom's board unanimously approved the partnership agreement with Shell Company, and the deal progressed as planned. Associate A signed the agreement on behalf of Shell Company as the "Director," and on or about June 12, 2007, Shell Company transferred $20 million from its Latvian bank account to VimpelCom's bank account. Less than three years later, in or around September 2009, Shell Company exercised its guaranteed option to have VIMPELCOM's subsidiary repurchase Shell Company's shares, and VIMPELCOM transferred $57,500,000 from its bank account to Shell Company's bank account in Hong Kong. Both transfers were executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

25. As a result of VimpelCom's partnership agreement and transfer of funds to Shell Company, Foreign Official made a net profit of approximately $37.5 million and VimpelCom and UNITEL were able to continue to conduct business in Uzbekistan.

C. $25 Million Corrupt Payment for 3G Frequencies in 2007

26. In 2007, VimpelCom arranged to pay Foreign Official, through Shell Company, an additional $25 million bribe to obtain 3G frequencies for UNITEL in Uzbekistan. VimpelCom made this bribe payment in order to secure Foreign Official's continued support and to ensure that Shell Company's subsidiary waived its right to certain 3G frequencies with the expectation, and pursuant to a success fee, that UzACI would reissue the 3G frequencies to UNITEL. Certain VimpelCom management negotiated the transfer of the 3G frequencies with Associate B, whom they knew was Foreign Official's representative for Shell Company. Certain VimpelCom management also knew that Associate B was the head of one of UNITEL's primary competitors in Uzbekistan.

27. Materials prepared for an October 12, 2007 board meeting document that VimpelCom had "been offered to acquire" 3G frequencies held by a wholly owned subsidiary of Shell Company. The documents explained that, "[a]s the rights to frequencies are not transferable in Uzbekistan and can not be sold, [Shell Company]'s subsidiary has agreed to waive its rights to the frequencies and we expect the frequencies to be reissued to Unitel." The first $10 million would be "payable to [Shell Company] upon waiver of the frequencies," and the final $15 million would be "payable to [Shell Company] upon receipt of the frequencies by Unitel." On or about October 12, 2007, VimpelCom's board unanimously approved the 3G transaction.

28. Certain VimpelCom management communicated with Associate B to arrange for the transfer of the 3G licenses through a sham contract with Shell Company to conceal the corrupt payment to Foreign Official. For example, on or about October 15, 2007, Associate B emailed certain VimpelCom management from Associate B's personal email address. Using a

pseudonym, Associate B wrote, "Enclosed you may find the docs that you have requested." Attached to the email were several documents, including a draft contract between a VimpelCom subsidiary and Shell Company and a copy of the Shell Company's subsidiary's telecommunications license, which would be repudiated as part of the agreement. According to Shell Company's subsidiary's license, the subsidiary only obtained the license weeks earlier, on September 27, 2007.

29. In return for the $25 million bribe payment, VimpelCom and UNITEL obtained an amended license within a matter of days, which permitted UNITEL to use 3G frequencies previously held by Shell Company's subsidiary. During this time, certain VimpelCom management negotiated directly with Associate B, and a UNITEL executive worked with Associate B and exchanged documents with government regulators, including a high-ranking official at UzACI, to help close the deal. On or about November 7, 2007, a VimpelCom subsidiary transferred $10 million from its Netherlands bank account to Shell Company's Latvian bank account. The following day, a VimpelCom employee emailed confirmation of the payment to Associate B at Associate B's personal email account using Associate B's pseudonym, and explained, "We are ready to start 3G frequency allocation to Unitel." Later that day, Associate B emailed certain VimpelCom management, and explained that the Uzbek telecom regulator had assigned the frequencies to UNITEL and that the "[o]riginal will be given to your Local Representative." Associate B attached a scanned copy of UNITEL's amended license dated that day. The next day, on or about November 9, 2007, a VimpelCom subsidiary transferred the remaining $15 million from its Netherlands bank account to Shell Company's Latvian bank account, completing VimpelCom's corrupt payment to Foreign Official for the acquisition of the necessary 3G frequencies for UNITEL. The corrupt payments from the

VimpelCom subsidiary to Shell Company's Latvian bank account totaled $25 million and were executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

D. Corrupt Consulting Contract Payments to Shell Company in 2008 and 2011

30. In 2008 and again in 2011, VimpelCom, directly or through a subsidiary, knowingly entered into contracts for fake consulting services with Shell Company in order to provide Foreign Official with approximately $32 million in exchange for valuable telecommunications assets and to allow UNITEL to continue to conduct business in Uzbekistan.

31. In 2008, certain VimpelCom management conspired with Associate B and others to pay an additional $2 million bribe to Foreign Official that had originally been contemplated in 2006. Certain VimpelCom management justified the payment as a "consulting" fee to Shell Company and created false, backdated documents to conceal the corrupt payment.

32. On or about February 13, 2008, a VimpelCom executive emailed certain VimpelCom management to explain that "the partner, citing the earlier verbal agreements, is returning to the issue [of $2 million] and is asking us to recognize the obligations and make payments." In response, on or about February 14, 2008, a VimpelCom in-house attorney indicated that a presentation to VimpelCom's Board of Directors in April 2006 included a $2 million payment for "the partner's services" in approximately nine potential areas, however, the "payout term of the amount was not specified" and the in-house attorney did "not know if all the services listed in the presentation [had] to be fulfilled as a condition for the payment." Shortly thereafter, a VimpelCom employee with knowledge of the deal replied to confirm that the amount owed to the local partner was $2 million and that "[t]he obligations were incurred from the moment of payment for the acquisition of Unitel."

33. Certain VimpelCom management then endeavored to find a way to pay Shell Company $2 million to satisfy Foreign Official's demand. They proceeded to draft paperwork, in consultation with Associate B, in order to create false documents that would contain plausible services Shell Company could purport to perform under a consulting agreement. Drafts of the consulting agreements included varying limited services until the final agreement only required Shell Company to provide services related to "documentation packages required to assign 24 channels" to UNITEL.

34. Certain VimpelCom management also considered ways to ensure that the contractual payments avoided unwanted scrutiny. For example, on or about July 1, 2008, certain VimpelCom management emailed about a phone call from Associate B and Associate B's statement that "they have a strong desire to receive these funds from an offshore [company]." In response, one VimpelCom executive wrote, "[t]his complicates our objective as it requires organization of financing (we do not keep spare money in offshores). . . . Will we be able to make a payment of 2 million the same way as the payment for 3G?" On or about July 2, 2008, another VimpelCom executive responded, "we do not have approved loans in the jurisdictions where they do not closely look at the documents (we paid for 3G for Uzbekistan from BVI). There is undrawn limit for 4 million in [a Dutch entity], but they have strict compliance – it will be necessary to prove with the documents that consulting services are provided . . . ."

35. Several other aspects of the consultancy arrangement demonstrated its sham nature. For example, at Associate B's request, VimpelCom, not Shell Company, drafted Shell Company's invoice for the work that Shell Company purportedly performed, and VimpelCom drafted Shell Company's service acceptance act. In addition, both documents were backdated to July 18, 2008, and the final, executed version of the consulting agreement between VimpelCom

and Shell Company was backdated to June 30, 2008. The final documents thus made it appear that Shell Company conducted $2 million of consulting work for VimpelCom in only 18 days. In fact, Shell Company did no legitimate work to justify the $2 million payment.

36. On or about August 8, 2008, VimpelCom transferred $2 million from its bank account to Shell Company's bank account in Latvia, which was executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

37. VimpelCom did not conduct any FCPA analysis concerning this purported consulting services agreement with Shell Company. This was despite the fact that certain VimpelCom management had received a prior FCPA opinion concerning Shell Company, which explicitly excluded any FCPA analysis associated with consulting services provided by Shell Company. Moreover, during the earlier due diligence process, Shell Company had represented that "[Shell Company] does not contemplate entering into consultancy or similar agreement with VimpelCom . . . ."

38. In 2011, Executive 1 conspired with Executive 2 and others to direct an additional $30 million payment to Foreign Official through Shell Company. This $30 million bribe payment was made specifically to acquire 4G mobile communication frequencies for UNITEL, but was also part of the broader effort to enable UNITEL to continue to operate in the Uzbek telecommunications market without interference by Foreign Official. Executive 1, Executive 2 and others modeled the 2011 4G agreement on the 2007 3G agreement, except that the 2011 4G agreement purportedly was for consulting services and full payment was not contingent on obtaining the 4G frequencies. At the time, UNITEL had no need for 4G frequencies, because UNITEL lacked the ability to employ 4G frequencies in Uzbekistan in 2011 or the near future. Certain VimpelCom management knew that the 4G consulting agreement was a sham and that

Shell Company would not be required to provide any actual services in return for the $30 million fee.

39. Several aspects of the 4G consulting agreement with Shell Company caused substantial internal criticism by some VimpelCom executives, including those who were charged with approving the transaction. "Witness," a consultant functioning as a senior VimpelCom executive and whose identity is known to the United States, was among the chief critics of the 4G consulting agreement with Shell Company, repeatedly voicing serious anti-corruption concerns about the deal at the highest level of VimpelCom management. For example, on or about August 20, 2011, Witness emailed several senior VimpelCom executives explaining that Witness was "very uncomfortable" and could "see no rationale" why "we are solely paying to the agent working for getting the license for us, and nothing to the [Uzbek] Government[.]" Witness compared the proposed deal to another "corruption case," which resulted in "heavy fines . . . plus criminal charges against the company and individual employees." Witness cautioned, "[u]nless there is absolute transparency of our consultants' Gibraltar company, its ownership structure and the further cash flows from this, I cannot see how I can be able to sign off on this . . . unless the legal FCPA analysis can clarify this and settle my concerns."

40. Certain VimpelCom management again sought an FCPA opinion from outside counsel to provide a plausible cover to go forward with the transaction. Certain VimpelCom management then failed to provide outside counsel with important information, most notably that Shell Company was known to be owned by Foreign Official, because certain VimpelCom management were willing to accept an opinion that focused on Shell Company as a third party without analyzing or addressing the nature of the transaction itself or its high dollar value.

41. Furthermore, the purported FCPA due diligence on Shell Company was flawed in design and execution. No in-house or outside lawyer ever directly contacted Shell Company's purported owner, Associate A, and instead, the FCPA questionnaires purportedly designed to uncover beneficial owners and potential corruption risks were sent to intermediaries to respond. For example, on or about August 5, 2011, a VimpelCom in-house lawyer emailed FCPA questionnaires to Executive 1 to pass along "to the [Shell Company] representative to fill out." On or about August 6, 2011, Executive 1 forwarded the FCPA questionnaires both to Executive 1's personal email account and the personal email account of Associate B. Executive 1 also forwarded the email with the FCPA questionnaires to Executive 2 who replied: "Hardcore, of course . . . But in my opinion with the exception of the first and last names they can answer everything else."

42. In or around August and September 2011, Witness continued to raise concerns. On or about September 2, 2011, Witness emailed a then in-house VimpelCom attorney to explain that Witness was "very concerned about this way of structuring the payment," and Witness asked whether VimpelCom had received "any official 'ok' from US Governmental body/SEC . . . ." On or about September 5, 2011, Witness received a response from VimpelCom's then in-house counsel that acknowledged that, "[t]his transaction deserves caution but on the legal side the question boils down to whether there is a reasonable basis to believe that our counter-party will make illegal payments. We cannot establish conclusively that there will not be any illegal payments . . . ." VimpelCom's then in-house counsel added, ". . . . our due diligence is our defense in the event that there is a claim against us so we have to ask ourselves whether the situation warrants additional due diligence. [We are] comfortable that additional due diligence is not warranted. We are going to monitor the process and ensure that real work is being done by

the counter-party." However, VimpelCom, including its in-house attorneys, did not thoroughly monitor the process to ensure that Shell Company performed any services. Once the FCPA opinion was obtained, VimpelCom proceeded with the deal.

43. The 4G consulting agreement required approvals from certain senior VimpelCom executives reviewing the transaction from their areas of expertise. After receiving repeated assurances from VimpelCom's then in-house lawyers, in or around mid-September 2011, Witness eventually provided the sign-off for Witness's expert area for the proposed 4G consulting agreement with Shell Company. However, Witness handwrote an unusual caveat below Witness's signature: "This sign off is solely related to [my expert area]. My sign off confirm[s] that I have reviewed the technical [] position and approved with it." Notably, certain other VimpelCom executives specifically limited their approval or expressed reservations before signing off on their expert areas. Executive 2 expressed no reservations before providing the necessary approval on behalf of the business unit.

44. Soon after providing the limited sign-off on the deal, Witness escalated the matter to the highest levels within VimpelCom management, with whom Witness met on or about September 30, 2011. However, certain VimpelCom management failed to act on Witness's concerns and the 4G deal remained in place after the meeting.

45. Executive 1 and Executive 2 closely monitored the approval process and ensured that Shell Company was paid quickly. On or about September 19, 2011, Executive 2 received an email showing that all approvals had been received for the 4G consulting agreement. That same day, the agreement was executed with Executive 2 signing as the director of a VimpelCom subsidiary, and Associate A signing as the director of Shell Company. Two days later, on or about September 21, 2011, the VimpelCom subsidiary transferred $20 million as an advance

payment under the 4G consulting agreement to Shell Company's Swiss bank account. On or about October 18, 2011, UzACI issued a decision amending UNITEL's license to allow it to use 4G frequencies. That same day, on or about October 18, 2011, Associate A also sent a letter on Shell Company letterhead to Executive 1 referencing the consulting agreement and enclosing "reports and presentations based on the work that we have done in the course of providing services to your Company." The following day, on or about October 19, 2011, the VimpelCom subsidiary sent the final $10 million payment in recognition of its full performance under the deal to Shell Company's Swiss bank account. The corrupt payments from the VimpelCom subsidiary to Shell Company's Swiss bank account totaled $30 million and were executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

46. Shell Company never provided any legitimate consulting services to UNITEL to justify its $30 million fee. In fact, Shell Company's consulting reports and presentations, which were prepared in supposed satisfaction of its obligations under the consulting agreement, were not needed by VimpelCom or UNITEL, and the reports were almost entirely plagiarized from Wikipedia entries, other internet sources, and internal VimpelCom documents.

E. **Corrupt Payments Through "Reseller" Companies in 2011 and 2012**

47. Because of significant currency conversion restrictions in Uzbekistan and the inability to use Uzbek som (the Uzbek unit of currency) to obtain necessary foreign goods, UNITEL frequently entered into non-transparent transactions with purported "reseller" companies to pay foreign vendors in hard currency for the provision of goods in Uzbekistan. Typically, UNITEL would contract with a local Uzbek company in Uzbek som, and that Uzbek company's related companies located outside of Uzbekistan would agree to pay an end supplier using the hard currency (usually, U.S. dollars).

48. In February and March 2011, Executive 1 conspired with Executive 2 and others to take advantage of the murky reseller process to conceal a $10 million bribe to Foreign Official via Shell Company through various purported reseller transactions to Shell Company. To effectuate the corrupt payment, UNITEL entered into contracts with an Uzbek entity for services that were unnecessary and/or were made at highly inflated prices. These transactions were approved without sufficient justification and bypassed the normal competitive tender processes. UNITEL then made payments in Uzbek som to the Uzbek company. Thereafter, in or around February and March 2011, an offshore company affiliated with the Uzbek company sent approximately 14 payments totaling $10.5 million to another intermediary, which in turn sent approximately 14 wire payments, each under $1 million and totaling approximately $10,000,023, to Shell Company's Swiss bank account, which was executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

49. The $10 million payment to Foreign Official in 2011 was achieved through a series of sham agreements whose only purpose was to justify associated payments using a number of reseller companies based in Uzbekistan or elsewhere. The reseller companies used in

these transactions were fungible, as no real work from the end recipient of the funds was expected as the payment was, in fact, a bribe. For example, on or about December 15, 2010, Executive 2 received an email with only the words, "The companies," which included a forwarded email with two names of purported reseller companies and the message, "Choose any . . ." Attached to the email was banking information for one of the company's Cypriot bank account. The following day, Executive 2 forwarded the email to two UNITEL executives, and wrote, "below are the companies with which we must work on the question of the 10 mill. . . . Keep me informed pls how you will be doing it."

50. VimpelCom and UNITEL, through Executive 1, Executive 2, and others, used these transactions with reseller companies to make and conceal the $10 million bribe to Foreign Official through Shell Company. Shell Company performed no legitimate services to justify a $10 million payment, and there was no need for VimpelCom or UNITEL to make any payments for the specific contracted services in U.S. dollars. By using the reseller scheme, certain VimpelCom and UNITEL executives avoided additional scrutiny, including FCPA analysis, of the transactions and payments.

51. In 2012, Executive 1 again conspired with Executive 2 and others to make and conceal another $10 million bribe payment to Foreign Official via Shell Company through purported transactions with reseller companies. As in 2011, Executive 1 and Executive 2 knew that the true purpose of these transactions was to funnel $10 million to Shell Company, and they took efforts to ensure that the transactions were approved without unwanted scrutiny.

52. Between in or around February and May 2012, UNITEL entered into contracts, this time with multiple Uzbek entities for services that were unnecessary and/or were made at highly inflated prices. These transactions were approved without sufficient justification and

bypassed the normal competitive tender processes. UNITEL then made payments in Uzbek som to those Uzbek companies. Thereafter, in or around April and May 2012, a company affiliated with the subcontractor sent approximately 12 payments totaling over $10.5 million to a designated reseller company, and then that designated reseller company sent approximately 13 wire payments, each under $1 million and totaling approximately $10 million, to Shell Company's Swiss bank account, which was executed through transactions into and out of correspondent bank accounts at financial institutions in New York, New York.

53. UNITEL entered into these transactions even after Executive 1 was alerted to serious concerns about one of the reseller companies that was used in the corrupt scheme. On or about February 10, 2012, a UNITEL employee emailed Executive 1 and another executive to complain that the employee had been "forced to sign a notice of voluntary [resignation]" after reporting problems after the employee's visit to the reseller company's office related to another tender. Specifically, the employee found, among other things, that the office was "located in an old run-down house [building], without any signage" and "[t]here were no specialists [or technicians] there." The employee recommended against using the reseller company as a contractor for UNITEL, as it was "not qualified and there are big risks . . . ." The employee noted in the email to Executive 1 that, in response to the information the employee provided, the employee was warned by UNITEL personnel "not to interfere," and, when the employee persisted, "they began to put pressure on me to resign." This complaint did not deter Executive 1 from moving forward with the scheme.

54. Executive 2 and others also took steps to ensure that the 2012 payments to the reseller companies would not be scrutinized during a May 2012 in-house audit of UNITEL. The audit included a review of certain contracts with reseller companies, including the February 2012

agreement between UNITEL and a certain reselling company. However, a UNITEL executive who worked closely with Executive 2 refused to cooperate with the audit, claiming to in-house auditors that the matter was "confidential" and that no materials or information could be shared with them. When the dispute was escalated, Executive 2 intervened on or about May 22, 2012, and claimed that the transaction was "not a reselling operation," which resulted in the purported reseller company contract being removed from the audit.

55. Just as in 2011, VimpelCom and UNITEL, through Executive 1, Executive 2, and others, used these transactions with reseller companies to make and conceal the $10 million bribe to Foreign Official through Shell Company. Shell Company performed no legitimate services to justify a $10 million payment, and there was no need for VimpelCom or UNITEL to make payments for the contracted services in U.S. dollars. By again using the non-transparent reseller scheme, certain VimpelCom and UNITEL executives were able to avoid additional scrutiny, including FCPA analysis, of the transactions and payments.

F. Contemplation of Other Corrupt Payments in December 2012 and January 2013

56. In the summer of 2012, a primary competitor of UNITEL's was forced into bankruptcy and exited the Uzbek marketplace. Later that summer, international news reports linked Shell Company with Foreign Official.

57. Thereafter, certain VimpelCom and UNITEL management discussed how to continue participating in the corrupt scheme involving Foreign Official and Foreign Official's associates. On December 3, 2012, a UNITEL executive emailed Executive 1 with a draft letter for further dissemination which included an explanation of "the situation that has currently arisen in . . . Uzbekistan." The UNITEL executive explained that as UNITEL's business expanded significantly in 2012, UNITEL began to receive all kinds of inquiries from local "partners," and

that "a critical situation ha[d] arisen" concerning UNITEL's failure to obtain various government permits and approvals for UNITEL's on-going telecom business, and the "[l]ocal 'partners' claim that the solution to our problems directly depends on the assistance to them. The sooner we can help, the faster our requests will be addressed."

58. On or about January 30, 2013, Executive 2 sent multiple emails to Executive 1 concerning a plan being contemplated to pay additional bribes totaling $16 million in exchange for, among other things, the "[o]pportunity to conduct future operations without hurdles from the 'partner' and regulatory agencies." Executive 2 proposed concealing the bribe payments by structuring them through "local reseller companies," noting that "[o]ffshore companies provided by the 'partner' will be final beneficiaries of these payments." Executive 2 evaluated the risks associated with "non-payment" of the bribes to involve a number of negative governmental reactions, including "disconnecting of existing base stations," "refusing to issue building permits," "refusing to issue additional numbering capacity," "possible challenges from the tax authority," and even "[r]ecall of the license." Executive 2 ultimately valued the "cumulative amount of possible risks" for "non-payment" at approximately $61.2 million, and Executive 2 noted that if they made the decision to pay, it would also be necessary to address the "FCPA" and "[i]nternal and external audit."