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STOCKHOLM DISTRICT COURT	JUDGMENT	Goal no: B 12201-17
Section 4	2019-02-15	
	announced in	B 12203-17
	Stockholm	

PARTIES

PLEASED

TERO Erkki Kivisaari, 19721221-6951
 Hakunintie 16
 00420 Helsinki
 Finland
 Citizens of Finland

Defender:

Lawyer Staffan Bergqvist
 Advokatgruppen i Stockholm AB
 Box 5153
 102 44 Stockholm

Defender:

Lawyer Leif Gustafson
 Advokatgruppen i Stockholm AB
 Box 5153
 102 44 Stockholm

Prosecutor

Extra prosecutor Gunnar Stetler and chamber prosecutor Berndt Berger
 Prosecution
 The government against corruption
 Box 57
 101 21 Stockholm

 JUDGMENT

Prosecution released by the defendant

Bribery, gross crime, chapter 17, section 2 of the Criminal Code in its wording before 1 July 2012
 2007-10-01 - 2010-12-16 (5 occasions)

Replacement

Tero Kivisaari is awarded compensation of 14 337 in public funds for legal costs
 511 kr. Of the amount, SEK 14,207,074 relates to defense costs, of which SEK 11,138,560 relates
 ombudsman fees, SEK 227,099 expense and SEK 2,841,415 VAT; and SEK 130,437 relates
 allowance for suspension of which SEK 78,873 is travel allowance and SEK 51,564 allowance.

mailing address	visiting address	Phone	Telefax	Office hours
Box 8307	Scheelegatan 7	08-561 654 10		Monday Friday
104 20 Stockholm		E-mail: stockholms.tingsratt.avdeling4@dom.se		08: 00-16: 00
		www.stockholmstingsratt.se		

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PLEASED

OLLI Teppo Tuohimaa, 19640130-1855
 Al Naem Building, flat no. 1105
 Dafan, Ras Al Khaimah
 PO Box RAK 86086 Al Jazeera Al
 Hammer
 United Arab Emirates
 Citizens of Finland

Defender:

Lawyer Olof Kullinger
 Law firm NORDIA KB
 Box 70389
 107 24 Stockholm

Defender:

Lawyer Hans Strandberg
 Law firm NORDIA KB
 Box 70389
 107 24 Stockholm

Prosecutor

Extra prosecutor Gunnar Stetler and chamber prosecutor Berndt Berger
 Prosecution
 The government against corruption
 Box 57
 101 21 Stockholm

JUDGMENT

Prosecution released by the defendant

Bribery, gross crime, chapter 17, section 2 of the Criminal Code in its wording before 1 July 2012
 2007-10-01 - 2010-12-16 (5 occasions)

Replacement

Olli Tuohimaa is awarded compensation of public funds for legal expenses by 11,884
 570 kr. Of the amount, SEK 11,744,965 relates to defense costs, of which SEK 11,732,488 relate to
 ombudsman fees and SEK 12 477 expenses; and SEK 139,606 relates to costs for termination of which 67
 SEK 837 is travel allowance and SEK 71,769 allowances.

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PLEASED

LARS Gunnar Nyberg, 19511207-0213
Avenida da Republica 1910
Quinta Patino, lot 68
2645-143 Alcabideche
Portugal

Defender:

Attorney Cristina Bergner
Advokatfirman NOVA AB
Box 55996
102 16 Stockholm

Defender:

Attorney Stephane Pleijel
Advokatfirman NOVA AB
Box 55996
102 16 Stockholm

Prosecutor

Extra prosecutor Gunnar Stetler and chamber prosecutor Berndt Berger
Prosecution
The government against corruption
Box 57
101 21 Stockholm

JUDGMENT

Prosecution released by the defendant

Bribery, gross crime, chapter 17, section 2 of the Criminal Code in its wording before 1 July 2012
2007-10-01 - 2010-12-16 (5 occasions)

Replacement

Lars Nyberg is awarded remuneration of public funds for legal expenses with 11 067 511 kr. Of the amount, SEK 10,949,054 relates to defense costs, of which SEK 8,759,243 relates agent fees and SEK 2,189,811 VAT; and SEK 118,457 relates to travel expenses for appearance.

Mannheimer Swartling Advokatbyrå AB
Box 1711
111 87 Stockholm

Agent:
Lawyer Johan Skog
Mannheimer Swartling Advokatbyrå AB
Box 1711
111 87 Stockholm

Agent:
Attorney Andreas Steen
Mannheimer Swartling Advokatbyrå AB
Box 1711
111 87 Stockholm

Prosecutor
Extra prosecutor Gunnar Stetler and chamber prosecutor Berndt Berger
Prosecution
The government against corruption
Box 57
101 21 Stockholm

JUDGMENT

Confiscation and seizure
The claim for \$ 208,500,000 forfeit.

Replacement
Telia Company AB receives compensation from public funds for legal costs
954 190 SEK. The amount refers to the agent fee.

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1 SUMMARY

The charges relate to manslaughter claims during the years 2007-2010 due to the agreements and transactions with an Uzbek local partner who followed TeliaSoneras (Telia) establishment in Uzbekistan. The district court has tried the criminal responsibility for gross bribery according to the prosecution directed at the then head of the business area Eurasia within Telia, Tero Kivisaari, Telia's then CEO Lars Nyberg and then chief legal counsel for Telia's Dutch subsidiary Fintur Holdings BV, Olli Tuohimaa. The District Court has also taken a position on the action for confiscation directed against US \$ 208.5 million (MUSD) for exchange or benefits of alleged crimes.

The course of action regarding the transactions that the prosecutor has claimed in ask about contracts and related payments to accounts associated with them mainly Takilant Ltd, a company linked to the then Uzbek President Islam Karimov's daughter, Gulnara Karimova, has been objectively considered investigate the case.

According to the prosecution, the transactions must have included bribes. To the law of mutiny to be applicable at all, it is assumed that alleged recipients are mutable, ie. they have to fall under the limited circle of mutable people that were according to Swedish legislation at the time. The Prosecutor's action description has been considered unclear in

several aspects, including regarding the personal circle. As for what the prosecutor has done in the first instance, the claim that Gulnara Karimova held a post or task / assignment in the telecom sector as an employee or contractor in a position of trust has not been made more specific. The description of the act also has found to be unclear as to which official or officials according to the prosecution's allegation in the second instance must be mutated through Telias business with Takilant Ltd.

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Particularly with regard to these unclear parts of the allegation, there are major shortcomings in the robustness of the investigation has been established. The claim that Gulnara Karimova acted in service as a public employee or contractor in one the position of trust with task in the telecom sector has thus not been proven; An alternative explanation has instead been considered reasonable, meaning that Gulnara Karimova acted as a businesswoman through Takilant Ltd.

The prosecutor's claim that Gulnara Karimova unauthorized exercised foreign states authority, so-called exercise of authority, without holding employment or assignments have been found not to constitute offenses under the law of the law; this because Actual government practice also requires employment or assignment.

In the case of various specific public employment or assignments within it Uzbek foreign administration, which Gulnara Karimova said, according to the prosecutor The district court examined the so-called service relationship between any benefits from Telia and reported positions and functions. At the trial it has been found that The investigation does not show that the business area within which Gulnara Karimova national telecom issues. The district court has therefore not found it proven that service relations existed.

For allegations of bribery where the benefit is provided directly to someone other than the official, in this case to Takilant Ltd / Gulnara Karimova, must be there some form of connection between the official and the other, so that the benefit can be said have in one way or another benefited the official (favoring link). In that part the prosecutor has not specified which official or officials he in others and third hand mean has been mutated, it has not been possible to do such examination.

In the part where the prosecutor has made concrete the officials to the Director General telecommunications authority, Abdulla Aripov and CEO of telecom operator Uzdurobita,

Bekhzod Ahmedov, lacking investigation that proves a favorable link between them and Takilant Ltd / Gulnara Karimova.

Overall, it is stated that central objective props for the bribery crime as personal circle, service relationship and "other" that the recipient has not been proven by prosecutor. There has thus been no reason for the district court to move forward in its examination of other criminal cases and whether the transactions contained any benefit and if it was unfair. Nor has there been reason to review the accused's stories and the evidence they relate to.

The defendants are acquitted from the prosecution for gross bribery.

In the assessment in the responsibility section, the case is also submitted for confiscation Telia without approval.

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2 BACKGROUND

The section gives a background to the prosecution. Initially, general is reported country information about Uzbekistan and the country's telecommunications market at those times which the prosecution covers and then reported in chronological order events related to Telia's entry into the Uzbek telecommunications market and that subsequent review of the cooperation with the Uzbek partner.

2.1 Uzbekistan

Uzbekistan is a country with about 30 million inhabitants in Central Asia with Tashkent as the capital. The country borders on Kazakhstan, Turkmenistan, Afghanistan, Tajikistan and Kyrgyzstan.

Picture 1.

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During the years 2007-2010, the country was governed by President Islam Karimov. President Karimov had two daughters: Gulnara Karimova and Lola Karimova. Neither presidential nor parliamentary elections in Uzbekistan were considered free and justice. Arbitrary detention occurred regularly in the country.

The judicial system was in practice dependent on the executive power which led to one low degree of security. The political institutions were dominated by a strong one presidential. Uzbekistan was placed on location 175 of a total of 179 countries listed in The so-called Corruption Perception Index (CPI) in 2007.

In Uzbekistan, telecommunications matters were formally handled by its Uzbek equivalent of the National Post and Telecom Agency (Uzbek Agency for Communications and Information, UzACI). The Director General of UzACI was Abdulla Aripov. He was also responsible minister for telecommunications issues.

In 2006, three companies operated telecom operations in Uzbekistan: Mobile Telesystems OJSC (MTS), VimpelCom Ltd (VimpelCom) and MCT Corp. (MCT).

MTS was a Russian company which in August 2004 acquired the largest mobile operator in the country, Uzdurobita FE LLC (Uzdunrobita). The company was leading and had in March 2007 a market share of 51 percent. Uzdurobita's CEO was Bekhzod Akhmedov.

VimpelCom was also a Russian company but headquartered in Amsterdam, Netherlands. The company was the second largest telecom company in Uzbekistan and operated its operations in the country through its subsidiary Unitel, which in March 2007 had one market share of 34 percent.

¹ The Ministry of Foreign Affairs' report on human rights in Uzbekistan 2006, Fup. H pp. 138–143.

MCT was an American investment company that provided mobile telecommunications services in Uzbekistan through its subsidiary Coscom LLC² (Coscom). MCT owned Coscom at 99.97 percent and the other 0.03 percent held

2.2 Telia's acquisition of MCT and cooperation with an Uzbek partner

TeliaSonera Aktiebolag³ (Telia) operated through its partly-owned Dutch subsidiary Fintur Holdings BV (Fintur) in Central Asia on the so-called Eurasia market. Fintur was owned together with the Turkish telecom company Turkcell. There was a pronounced strategy in Fintur to expand in the region and come in on eg. the Uzbek telecommunications market.

At the beginning of 2007, Fintur showed interest in acquiring MCT. Probes was initially led on the Fintursidan by the company's CEO Serkan Elden and chairman of the board Erdal Durukan. On March 13, 2007, Telia's Board gave Fintur a mandate to commence concrete negotiations with MCT. Through an acquisition of MCT, Telia would through Fintur get over the MCT's telecom business in Afghanistan, Tajikistan and Uzbekistan.

A project group for the MCT deal was put together within Fintur in which, among other things, part Serkan Elden, Erdal Durukan, Tero Kivisaari, who was then Fintur's CFO and Olli Tuohimaa, who was Fintur's chief lawyer, and Fintur's future manager for mergers and acquisitions (M&A) Hande Apaydin.

One condition for the deal was that Fintur would have a local partner in place in Uzbekistan. It was a strategy that Fintur had in all the countries in Eurasia. soundings about partnerships and negotiations began with Bekhzod Akhmedov as

² The company also operated under the name Ucell.
³ Name changed in 2016 to Telia Company AB.

had said they represented a group of local businessmen in Tashkent. It was circulating early information that Gulnara Karimova was part of the group.

Erdal Durukan ended in the company in April 2007 and Serkan Elden was dismissed from In June 2007, Tero Kivisaari was appointed head of the business area Eurasia within Telia and Chairman of the Board of Fintur.

At the board meeting in Telia on June 11, 2007, the board made a decision in accordance with one submitted proposals for the acquisition of MCT including its shareholdings in mobile operators

operating in Uzbekistan, Tajikistan and Afghanistan. The Board conditionally the approval with eg. that an agreement with a suitable local partner in Uzbekistan would will not be signed later than when signing the agreements for the acquisition of MCT.

From the presentation material to the board that was introduced by Tero Kivisaari It appeared that a strong local group expressed business interests in varied industries interest in a collaboration and this partner would work with Fintur to bring value-added assets to Coscom including 1800 Mhz and 3G frequencies and number blocks for PSTN mobile calls. A more concrete partnership would be negotiated as soon as the acquisition of MCT was in place.

On July 3, 2007, Telia's Board of Directors decided to approve the signing of an agreement for acquisition of MCT for a total transaction cost not exceeding \$ 440 million.

As Turkcell had not approved the deal, the acquisition would not be made through Fintur but through a wholly owned subsidiary, Sonera Hungary Holding BV - later name changed to TeliaSonera UTA Holding BV (TS UTA⁴).

On July 4, 2007, a partnership agreement was signed on cooperation and future acquisition of frequencies, etc. between TS UTA and Bekhzod Akhmedov or the one he nominates "the Uzbek Partner". It was then not known which legal person

⁴ UTA stands for Uzbekistan, Tajikistan and Afghanistan.

who would represent the partner. The agreement was signed by Tero Kivisaari Telia page and Bekhzod Akhmedov on the partner side.

The business plan with the partner essentially meant that the partner would assist and providing consulting services to TS UTA on certain issues, as well as providing assets such as 3G frequencies, etc. The assets would be placed in a 3G company like then would be sold to a new subsidiary of TS UTA, which became TeliaSonera Uzbek Telecom Holding BV (TS Uzbek). Even Coscom would be moved so that it was owned by TS Uzbek. Then the 3G company and Coscom would merge. That way the assets would come to Coscom. The deal was to take place in two steps there partner should first receive \$ 80 million from TS Uzbek for the sale of 3G the company and then pay \$ 50 million to TS UTA when buying 26 percent of the shares in TS Uzbek. The other two telecom companies MTS and Vimpelcom had used of similar business arrangements at their respective introductions in Uzbekistan through the operator companies Uzdunrobita and Unitel / Beeline respectively. MTS had then reached an agreement

with the gibraltar-based company Swisdorn Ltd (Swisdorn), as Gulnara Karimova's former husband, Rustam Madumarov, was behind. Vimpelcom had met with the gibraltar-based company, Takilant Ltd (Takilant).

The local partner in Uzbekistan was formally and finally Takilant. Know them audits carried out at the usual company survey, so-called due diligence process, it was found that Gayane Avakyan was behind the company. Also Gayane Avakyan had links to Gulnara Karimova. The 3G company listed in the partnership agreement became Takilant's subsidiary Teleson Mobile LLT (Teleson). There was still an unconfirmed rumor that Gulnara Karimova was behind partner. Telia's acquisition and implementation of the MCT deal with regard to board decisions and the conclusion of the partnership can be graphically described as follows.

Figure 2.

Lars Nyberg took over as CEO of Telia in September 2007.

The intended way to merge Teleson with Coscom was never implemented because Telia's legal advisers concluded that the rights could not be transferred this way. Instead, Teleson returned the assigned frequencies and number blocks to the telecommunications authority, after which Coscom applied for and was awarded these (see more about this in the grounds, section 6.1.3 under indictment 1).

The partnership led to a number of agreements and payments between Telia's subsidiaries and mainly Takilant, where payments and agreements from December 24, 2007 to the 16th December 2010 is the basis for indictments 1–5 and is discussed in more detail in the grounds, section 6.1.3.

2.3 Subsequent examination of the cooperation with the Uzbek partner

On February 11, 2008, Svenska Dagbladet drew attention to a review article of Telia's business in Uzbekistan, rumor that the Karimov family was behind it local partner. The title was "Telia does business with dictator". The article was one of several articles on the subject. Banco Fonder as a shareholder in Telia also raised the question of who was Telia's partner in Uzbekistan.

At Telia's board meeting on 10-11 March 2008, the issue was raised about the company's alleged unethical behavior in Uzbekistan. However, it was not possible to clarify whether there was some truth behind the rumor that Gulnara Karimova was behind Takilant and the board did not take any action on the basis of the information.

In 2012 Behkzod Akhmedov fled from Uzbekistan to Russia since the company Uzdurobita has been subjected to various government interventions. The company later went on bankruptcy. Uzbekistan launched an international search for Behkzod Akhmedov. As a result, an investigation was initiated in Switzerland against three Uzbek citizens, including Gulnara Karimova, summer 2012 valid suspicions of money laundering, which led to seizure of bank connections, among other things one account belonging to Takilant.

On September 28, 2012, Swedish prosecutors requested international legal assistance from Switzerland regarding material from the fittings in the Swiss investigation. One American, a Dutch and a Swedish preliminary investigation have subsequently taken place regarding eg. suspected corruption violations in the telecommunications sector in Uzbekistan. great assets of Takilant and Gulnara Karimova have been seized.

Since the SVT program Uppdrag granskning noticed Telia's business in Uzbekistan in September 2012, Telia decided to give Mannheimer Swartling Advokatbyrå AB (MSA) commissioned to investigate the company's business in the country. In January

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2013 came the MSA with its report. In it it was stated that the question of any crime had committed neither could be ascertained nor dismissed, that it had not been possible to fully investigate which who was behind Takilant and that Gulnara Karimova emerged as far as the investigation was not a person who was mutable according to Swedish legislation.

Only in 2016 did documents appear that the prosecutor received from the Swiss the investigation that Gulnara Karimova was Takilant's "Ultimate beneficial owner", ie. final beneficiaries.

On September 21, 2017, Telia entered into a deal with American and Dutch authorities which meant that the company acknowledged that the crime of corruption was committed at the company's entry into and operations in the Uzbek market.

On September 22, 2017, the prosecutor brought charges against Tero Kivisaari, Olli Tuohimaa and Lars Nyberg and the lawsuit for confiscation against Telia.

The defendants requested review of the prosecutor's prosecution decision on two occasions, on the 25th September and October 17, 2017 respectively statement by professor emerita in criminal law Suzanne Wennberg. The reason for the request was that, according to the accused, Gulnara Karimova does not fall under the mutable the personal circle and hence cannot be cut. prosecution
The development center and the Prosecutor General rejected the request.

3 SWEDISH COURT OF JUSTICE

As a rule, Chapter 2 applies. § 1 of the Penal Code that the Swedish court has jurisdiction to judge according to Swedish law only for offenses committed here in the realm. In question If a crime is considered the offense is stated in Chapter 2. Section 4 the same beam that with it is meant place where the criminal act was carried out but also where the crime was completed. The

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This means that a crime can be committed in several places and in different countries. IN practice has every place where any part of the criminal act has been committed considered a place of action. This means that there is a physical act that is part of The crime, carried out in Sweden, is considered the offense to have been committed here, even if it is immediate or Average consequence of the action has occurred abroad. ⁵

As a general point of departure, it may be stated that, in the examination of the The prosecutor's claim about the course of events should be taken for good, if not obvious that there is no reason. ⁶

Prosecutor's description of the criminal procedure within the framework of the respective crimes are based on the fact that the request for and the promise and payment of the bribe have taken place Sweden by requesting and promising and paying off Telia's management in Sweden. Payment has also been de facto made from Telia's bank account Handelsbanken's office in Farsta mainly to Takilant's account abroad. With respect to the prosecutor's description of the suspected breaches and with the stated The district court finds that the starting point in the assessment of the prosecutor's information is authorization according to Chapter 2, Paragraphs 1 and 4 of the Penal Code exist for examination of the prosecution.

4 THE APPLICATION AND SPEECH OF CONFORMITY

4.1 The declaration of responsibility in case B 12201-17

The prosecutor has finally claimed responsibility for Tero Kivisaari, Olli Tuohimaa and Lars Nyberg for bribery, gross crime according to the following deeds descriptions.

" **In the first instance** , it is claimed that Lars Nyberg for the years 2008 - 2010 (paragraphs 2 - 5) and Tero Kivisaari and Olli Tuohimaa for the years 2007 -

⁵ Cf. NJA 2008 p. 1135 and RH 2000: 84.

⁶ Cf. NJA 2005 p. 586 and NJA 2012 p. 362.

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2010 (points 1-5) together and in agreement, offered, promised, accepted and left bribe or other improper reward to Gulnara Karimova for her service or task / assignment

1. as a worker in the Uzbek state,
2. as a result of the position of trust has the task of managing and managing for others monitor financial and legal affairs,
3. as foreign minister (open 2)
4. or without holding employment or assignment for the exercise of foreign state authority.

Secondly , it is claimed that Lars Nyberg (paragraphs 2 - 5) as well Tero Kivisaari and Olli Tuohimaa (paragraphs 1 - 5) have offered, promised, accepted and left bribes or other improper reward for the service to the official or officials of the telecommunications authority or by authority, but to come another, in this case Gulnara Karimova, part. Ie the official's reception is for himself other than himself.

Thirdly, it is alleged that Lars Nyberg (paragraphs 2 - 5) and Tero Kivisaari and Olli Tuohimaa (paragraphs 1 - 5) have offered, promised, accepted and left bribes or other improper reward to Bekhzod Achmedov, in the duties of executive director of the company Uzdurobita, but to come to part, in this case Gulnara Karimova, in part. Ie Bekhzod Akhmedov's reception is for something other than himself.

Lars Nyberg, Tero Kivisaari and Olli Tuohimaa have as perpetrators proceeded or in any case with advice and deed promoted the works as follows:

1. As the CEO of TeliaSonera / in the Telia Group, Lars Nyberg has been responsible for the agreements and payments listed below under points 2 - 5. He has allowed and contributed to the conclusion of the agreements and given authority and permission for another to sign and implement the agreements. Lars Nyberg has thereby contributed to the associated payments made. He has thereby worked to ensure that the procedure described above has could be carried out regarding points 2 - 5 below. Lars Nyberg has had possibility to interrupt the procedure with the partner. This has not happened.

2. Tero Kivisaari has been the project manager / Euroasia manager under the CEO, the overall responsibility for the agreements and payments was are reported below. He has also participated in the negotiations with the so-called "Uzbek partner" / Takilant Ltd. He has allowed and contributed to the agreements signed, signed agreements and led others to signing and also contributed to making related payments made. He has thereby served to enable the above-described procedure is performed regarding the points below.

3. Olli Tuohimaa has been and acted as the lawyer regarding current agreements and written the contract proposals (promise / offer / acceptance) and agreements regarding alleged acquisitions, etc., on which the payments (bribes) were based on or caused another or participated in the signing including has

self signed agreement. He has also participated in the negotiations with it so-called "uzbek partner" / Takilant Ltd. He has thereby worked to that the above-described procedure has been carried out with respect to the points below.

The criminal acts have been committed in whole or in part in Sweden.

A substantial part of the bribery has gone to the Gibraltar-based company Takilant Ltd. controlled by Gulnara Karimova.

Overall, the bribes according to p 1-5 below have been aimed at TeliaSonera through its Uzbek subsidiary Coscom (brand UCell) would receive access to the market to be able to operate telecoms business and that Coscom by the authorities would be allocated the required permits, frequencies and number blocks.

The bribes under p 1-5 below have also been part of a procedure such as including the elimination of any claims or any agency may bring against Coscom in connection with its investment promises under the investment program of Uzbekistan ”.

The crimes are to be regarded as gross because, overall, it pertains to a lot significant amounts, were implemented systematically and intended for the influence of exercise of authority when awarding licenses etc.

The procedure has resulted in the agreements and payments mentioned below.

1. CUTTING, BIG CUT (Kivisaari and Tuohimaa) (0104-K156-12)

The bribes under p 1 consist of \$ 80 million and the acquisition of 26 percent of shares in TeliaSonera's Uzbek operations as follows:

In December 2007, MUSD 80 was first paid to Takilant Ltd, thus not can of course be other than for Gulnara Karimova's account.

Of these funds, Takilant Ltd, based in Gibraltar, has TeliaSonera returned \$ 50 million for 26 percent of the shares of the holding company that owned Coscom / UCell, ie. the telecommunications company operating in Uzbekistan in the TeliaSonera Group.

Takilant Ltd, which cannot be understood other than for Gulnara Karimovas As a result, this has finally received \$ 30 million net and 26 percent shares.

The accused act has been of an ongoing nature since October 2007 (or the later time that is interrupted) until even partially agreed subscription, and partly the payments that were a consequence of the agreements. The following can particularly noted:

- Decision by TS UTA (subsidiary of TeliaSonera) around December 17th 2007: Olli Tuohimaa, Tero Kivisaari
- Agreement signed around December 24, 2007 by: Tero Kivisaari
- Agreed / drafted / drafted during the period: Olli Tuohimaa
- Attended / held direct / indirect insight into negotiations / agreement proposals below time period: Olli Tuohimaa, Tero Kivisaari

2. BRIDGE, BIG BREAK (Kivisaari, Nyberg and Tuohimaa) (0104-K156-12)

The bribes under p 2 consist of \$ 9.2 million as follows:

In August / September 2008, MUSD 9.2 was transferred to Takilant Ltd, whereby cannot be understood other than for Gulnara Karimova's account, for Coscom

through authority decisions, number blocks would be allocated, which then took place.

The accused act has been of an on-going nature from June 2008 onwards partly signing the agreement and partly the payment that was a consequence of the agreement.

The following may be particularly noted:

- Decision by Lars Nyberg (within the CEO's framework)
- Authorization / delegation has been given about 15 September 2008 by: Lars Nyberg
- Payment instruction around September 15, 2008 by: Tero Kivisaari
- Agreement signed around 20 August 2008 by: Tero Kivisaari
- Agreed / drafted / drafted during the period: Olli Tuohimaa
- Attended / held direct / indirect insight into negotiations / agreement proposals below time period: Olli Tuohimaa, Tero Kivisaari
- Have direct / indirect insight into negotiations / agreement proposals during the period: Lars Nyberg

3. BRIDGE, BIG BREAK (Kivisaari, Nyberg and Tuohimaa)
(0104-K156-12)

The bribes under p 3 consist of \$ 220 million and \$ 50 million as follows:

In January 2010, some 220 MUSD was transferred to Takilant Ltd, thus not can of course other than for Gulnara Karimova's account, off TeliaSonera Group through a repurchase agreement of 20 percentage points shares in the Uzbek business from Takilant Ltd has been agreed on that the remaining 6 percentage points would be valued at \$ 50 million.

The accused act has been of an on-going nature from October 2009 onwards regarding the signing of the agreement and partly the payment that was a consequence of the agreement.

The following may be particularly noted:

- Attended a presentation for TeliaSonera's Board around January 22 2010: Tero Kivisaari, Lars Nyberg
- Decision by TS UTA around January 22, 2010: Tero Kivisaari, Olli Tuohimaa
- Authorization / delegation was given around January 28, 2010 by: Lars Nyberg
- Agreement signed around January 25, 2010 by: Olli Tuohimaa
- Established / produced agreement / draft agreement: Olli Tuohimaa

- Attended / held direct / indirect insight into negotiations / agreement proposals below time period: Olli Tuohimaa, Tero Kivisaari
- Have direct / indirect insight into negotiations / agreement proposals during the period: Lars Nyberg

4. BRIDGE, BIG BREAK (Kivisaari, Nyberg and Tuohimaa)
(0104-K156-12)

The bribes or the improper rewards under p 4, which were aimed at Coscom would receive government decisions on the allocation of 4G, consisting of 15 MUSD and MUSD 25 as follows:

During the first half of 2010, "consulting agreement" for obtaining authority decision regarding 4G frequencies met with the "uzbek partner", which cannot be understood other than for Gulnara Karimova's bill, as meant for TeliaSonera's part partly a payment of 15 MUSD (to Huawei to regulate Zeromax GMBHs, which, of course, cannot be blamed for Gulnara Karimova's bill Huawei), partly to "floor" for the remaining 6 percent of the shares in the jointly owned the company, according to Takilant Ltds (which can not be understood other than Gulnara Karimova) put option, increased from \$ 50 to \$ 75 million.

The prosecuted act has been of an on-going nature from April 2010 onwards

partly signing the agreement and partly the payment that was a consequence of the agreements.
The following may be particularly noted:

- Authorization / delegation has been given by: Lars Nyberg orally. Written authorization was first established around January 23, 2013 for Tero Kivisaari with opportunity to sub-delegation
- Attended the presentation for TeliaSonera's Board around June 7, 2010 (after agreement has been reached but before payment is made): Lars Nyberg
- Agreement between 14 and 15 April and 31 May 2010 signed by: another
- Decision by TS UTA around June 4, 2010: Olli Tuohimaa
- Agreed / drafted / drafted during the period: Olli Tuohimaa
- Attended / held direct / indirect insight into negotiations / agreement proposals below time period: Olli Tuohimaa, Tero Kivisaari
- Have direct / indirect insight into negotiations / agreement proposals during the period: Lars Nyberg

5. BRIDGE, BIG BREAK (Kivisaari, Nyberg and Tuohimaa)
(0104-K156-12)

Something that can almost be likened to a "consulting agreement" for assisting with Acquisition of 4G frequencies has been met with Takilant Ltd.

The bribes under p 5 consist of \$ 55 million as follows:

In November / December 2010, \$ 55 million has been transferred to Takilant Ltd, whereby cannot be understood other than for Gulnara Karimova's account, for Coscom through additional authority decisions, additional frequencies (4G) would be allocated.

The accused act has been of an on-going nature from September 2010 onwards partly signing the agreement, and partly the payment that was a consequence of the agreement.

The following may be particularly noted:

- Attended a presentation for TeliaSonera's board around October 22 2010: Lars Nyberg, Tero Kivisaari (in writing)
- Authorization / delegation has been given on October 25 by: Lars Nyberg to Tero Kivisaari with the possibility of further delegation
- Decision by TS UTA around October 29, 2010: Olli Tuohimaa
- Agreement signed around November 1, 2010 by: Olli Tuohimaa
- Payment order around December 14, 2010 by: Tero Kivisaari
- Agreed / drafted / drafted during the period: Olli Tuohimaa
- Attended / held direct / indirect insight into negotiations / agreement proposals below time period: Olli Tuohimaa, Tero Kivisaari
- Have direct / indirect insight into negotiations / agreement proposals during the period: Lars Nyberg. ”

LAW:

Chapter 17, Section 7 of the Criminal Code in its wording before 1 July 2012, compared to Chapter 20 § 2, first paragraph (employee)
Chapter 20 § 2, second paragraph, p 5 a and d (appointed to manage or supervise one legal or financial matter)
Chapter 20 § 2, second paragraph, p 6 (corresponding minister) - the indictment point 2.
Chapter 20 § 2, second paragraph, p 7 (de facto authorities).

4.2 Confiscation of confiscation in case B 12203-17

The prosecutor has claimed forfeiture against Telia of \$ 208.5 million

exchange / benefit referred to in Chapter 36. § 1, section 4 and section 5 of the Penal Code by / as a result of bribery, gross violation, according to the following allegations.

“TeliaSonera has through the employees of the TeliaSonera Group during 2007 - 2010 offered, promised, accepted and left bribe or other improper reward.

First and foremost to Gulnara Karimova for her work or service task / mission

1. as a worker in the Uzbek state,
2. which, due to the position of trust, has the task of managing and managing for others monitor financial and legal affairs,
3. as foreign state minister (only for p. 2 below)
4. or without holding employment or assignment for the exercise of foreign state authority

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Secondly, for the performance of the duties of an official or officials telecommunications authority or by authority, but to get another, in this case Gulnara Karimova, in part. Ie the official's reception is for another than himself.

Third, to Bekhzod Achmedov, in the discharge of their duties as President of the company Uzdurobita, but to come different, in this case, Gulnara Karimova, in part. Ie Bekhzod Akhmedov's reception is for others than himself.

The criminal acts have been committed in whole or in part in Sweden.

A substantial part of the bribery has gone to the Gibraltar-based company Takilant Ltd. controlled by Gulnara Karimova.

Overall, the bribes according to p 1-5 below have had the purpose of TeliaSonera's through its Uzbek subsidiary Coscom (brand UCell) would receive access to the market to be able to operate telecoms business and that Coscom by the authorities would be allocated the required permits, frequencies and number blocks.

The bribes under p 1-5 below have also been part of a procedure such as including the elimination of any claims or any agency may bring against Coscom in connection with its investment promises under the investment program of Uzbekistan ”.

The crimes are to be regarded as gross because, overall, it pertains to a lot significant amounts, were implemented systematically and intended for the influence of exercise of authority when awarding licenses etc.

The procedure has resulted in the agreements and payments mentioned below.

1. BRIDGE, BIG BREAK

The bribes under p 1 consist of \$ 80 million and the acquisition of 26 percent of shares in TeliaSonera's Uzbek operations as follows:

In December 2007, MUSD 80 was first paid to Takilant Ltd, thus not can of course be other than for Gulnara Karimova's account.

Of these funds, Takilant Ltd, based in Gibraltar, has TeliaSonera

Coscom \$50 million for 26 percent of the shares of the holding in Uzbekistan owned in the TeliaSonera Group.

Takilant Ltd, which cannot be understood other than for Gulnara Karimovas
As a result, this has finally received \$ 30 million net and 26 percent
shares.

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2. BRIDGE, BIG BREAK

The bribes under p 2 consist of \$ 9.2 million as follows:

In August / September 2008, MUSD 9.2 was transferred to Takilant Ltd, whereby cannot be understood other than for Gulnara Karimova's account, for Coscom through authority decisions, number blocks would be allocated, which then took place.

3. BRIDGE, BIG BREAK

The bribes under p 3 consist of \$ 220 million and \$ 50 million as follows:

In January 2010 has
MUSD 220 was transferred to Takilant Ltd, which cannot be understood otherwise for Gulnara Karimova's behalf, by the TeliaSonera Group through one repurchase agreements of 20 percentage points shares in Uzbek operations from Takilant Ltd
partly agreed that the remaining 6 percentage points would be valued at \$ 50 M.

4. BRIDGE, BIG BREAK

The bribes or the improper rewards under p 4, which were aimed at
Coscom would receive government decisions on the allocation of 4G, consisting of 15 MUSD and MUSD 25 as follows:

During the first half of 2010, "consulting agreement" for obtaining authority decision regarding 4G frequencies met with the "uzbek partner", which cannot be understood other than for Gulnara Karimova's bill, as meant for TeliaSonera's part
partly a payment of 15 MUSD (to Huawei to regulate Zeromax GMBHs, which, of course, cannot be blamed for Gulnara Karimova's bill Huawei),
partly to "floor" for the remaining 6 percent of the shares in the jointly owned the company, according to Takilant Ltds (which can not be understood other than Gulnara Karimova) put option, increased from \$ 50 to \$ 75 million.

5. BRIDGE, BIG BREAK

Something that can almost be likened to a "consulting agreement" for assisting with acquisition of 4G frequencies has been met with Takilant Ltd

The bribes under p 5 consist of \$ 55 million as follows:

In November / December 2010, \$ 55 million has been transferred to Takilant Ltd, whereby cannot be understood other than for Gulnara Karimova's account, for Coscom through additional authority decisions, additional frequencies (4G) would be allocated. ”

LAW:

Chapter 17, Section 7 of the Criminal Code in its wording before 1 July 2012, compared to Chapter 20 § 2, first paragraph (employee)

Chapter 20 § 2, second paragraph, p 5 a and d (appointed to manage or supervise one legal or financial matter)

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Chapter 20 § 2, second paragraph, p 6 (corresponding minister) - the indictment point 2.
Chapter 20 § 2, second paragraph, p 7 (de facto authorities).

4.3 Settings for liability claims in case B 12201-17

4.3.1 Tero Kivisaari

The prosecutor's allegations in first, second and third hand are denied on both objective and subjective basis. It is denied that Gulnara Karimova had been employed or an assignment that included tasks in the telecom area, that contacts off such kind as the prosecutor allegedly occurred between representatives of Telia and representatives of the telecommunications authority or of the authority and representatives of Telia had contact with Bekhzod Akhmedov in the service provided.

It has been acknowledged that Tero Kivisaari had the stated position and participated in the advent of the various agreements. However, it is denied that he has in any case been decision maker or made any payments.

It has been acknowledged that the agreements in question have been concluded and that specified payments in Proceedings 1–5 have occurred. However, these have in their entirety been commercial compensation for different rights and not constituted bribes.

It is denied that Tero Kivisaari had intent on the payment of compensation paid constitute bribes, ie. he has neither intended, realized nor suspected the payments to any part would accrue to executives with qualifications regarding the present issues. He has also not known that Gulnara Karimova has been the real one the stakeholder behind the payee and above all not had the opinion that she has been a competent decision-maker in the area in question.

4.3.2 Olli Tuohimaa

The prosecutor's allegations in first, second and third hand are denied on both objective and subjective basis. It is denied that Gulnara Karimova had such position that is a prerequisite for crime, that contacts of such kind as the prosecutor allegedly occurred between representatives of Telia and representatives of the telecommunications authority and that representatives of Telia had contact with Bekhzod Akhmedov in the service provided and that it also regarding this missing the necessary conditions for crime.

It has been acknowledged that all agreements, documents and payments and transfers have been owned rooms as part of the company's normal commercial activities. It has been testified that Olli Tuohimaa as corporate lawyer participated by coordinating and giving comments on the preparation of agreements and documents. However, it has been denied that he participated in decisions or executed payments. He has disputed that he caused another to signature or self-signed agreement, with one exception.

It has been denied that the transactions constituted or contained any bribes or others non-normal commercial payments. In any case, it has been Olli Tuohimaa's opinion.

It has been denied that Olli Tuohimaa then carried out the transactions and transactions was aware that Gulnara Karimova had interests in the company Takilant or "Uzbek partner" or that any part of payments would accrue to her.

4.3.3 Lars Nyberg

The prosecutor's allegations in the first, second and third hand are denied on both objective as subjective basis. It is denied that Gulnara Karimova had such position which is a prerequisite for the application of the Code of Civil Procedure

bribe and bribe. It does not specify which officials are meant and not nor what authority - except the telecommunications authority - is intended. Even here

the question arises as to which person can objectively be subject to bribery or bribe. It does not appear in what way representatives of the telecommunications authority or vid another authority is subject to service relations. Bekhzod Akhmedov's position as The CEO of Uzdonrobita cannot establish any service relationship with the decisions that taken with regard to Telia's obtaining frequencies, etc.

Lars Nyberg testifies that he as CEO of the then TeliaSonera the group has had overall responsibility for the day-to-day management. Lars However, Nyberg's liability cannot cover any criminal offense that owns rooms in the group. This would mean that there is a so-called strict responsibility and that Lars Nyberg as company manager would have a very far-reaching criminal law responsibility for the entire business.

4.4 Attitude to the confession of confession in case B 12203-17

Telia has admitted the claim for confiscation, provided that

- (in) the court considers that the documents on which the prosecutors have based for the action in this case constitutes a crime and that such a crime can be the basis for confiscation; and that
- (Ii) Telia related funds or other assets during the processing of the present case is not declared forfeit (by judgment, decision or on otherwise) by another competent authority (regardless of the country in which it occurs) on the basis of the transactions in Uzbekistan which underlie the prosecutor's forgery in this case and regardless of such Confiscation takes place in Telia or one of Telia's subsidiaries.

Should such additional confiscation as stated in (ii) occur, Telia allows if (i) is fulfilled forfeiture to the extent that funds or other assets do not already have

forfeited by other authorities and provided there is one remaining share up to the allowed amount. Telia does not allow confiscation to the extent Confiscation would mean that the total forfeiture on a global basis would exceed \$ 417 million (Total amount), which Telia, as part of the settlement with the authorities in the US and the Netherlands, undertook to pay as confiscation to the US Securities and Exchange Commission ("SEC").

Telia has paid half the total amount to SEC, ie. \$ 208.5 million. It is true that offset the other half of the Total amount on the prosecutor's forfeiture claim in this goals are approved. This means that in case the court in this case within 540 days from September 21, 2017 (ie no later than March 15, 2019; meaning not after 14 March 2019) explains any amount forfeited, Telia has been granted the right to from the obligation to pay the total amount to the SEC settle the forfeited amount up to half of the total amount, ie. up to the admitted amount of \$ 208.5 million.

Telia has handed over to the court to decide whether the documents constitute a crime, and submitted the following positions to the circumstances invoked by the prosecutor.

During the years 2007–2010, Telia entered into an agreement with an Uzbek local partner and carried out, in connection with establishment in Uzbekistan and subsequent transactions, the payments reported by the prosecutor. The payments were made to accounts of Takilant Ltd and in one case to Huawei's account benefit of Zeromax GmbH (Zeromax).

The transactions and the payments made were decided by Telia.

Telia's subsidiary in Uzbekistan acquired through the transactions frequencies and other telecom-related assets.

Telia does not deny the prosecutor's task of the final beneficiary of the payments in all cases were Gulnara Karimova.

5 THE INVESTIGATION IN THE OBJECTIVE

5.1 The Prosecutor's oral evidence

Tero Kivisaari, Olli Tuohimaa and Lars Nyberg have been heard in the case. In addition, 25 people heard. The detailed forms for the interrogation are stated in the minutes from the trial. Of the hearing officers, 17 were persons belonging Telia's organization (one of which was an external lawyer), of which four have been in Telias board during the current time. Most of the evidence is for these interrogations

constituted by the defendants' insights on relevant events. Several of the other hearings have several of them largely focused on describing the general perception about the conditions in Uzbekistan during the relevant time. Only one person who belonged to the organization from any of the counterparties in current transactions has been consulted, namely Coscom's former CEO. Due to lack of legal assistance from Russia and Uzbekistan, interrogations have not been held with three people and these interrogations have recalled by the prosecutor.

5.2 Prosecutor's written evidence

Comprehensive written evidence has been presented in accordance with what is stated in the minutes of the main hearing. It's about e-mail, contract, Board minutes, etc. Recordings of stories that two people submitted below the preliminary investigation has been allowed to be presented as evidence according to the provision in chapter 35. Section 14 of the Code of Judicial Procedure.

5.3 Written evidence of the accused

Tero Kivisaari, Olli Tuohimaa and Lars Nyberg have presented a large amount written evidence in accordance with the protocol from the main hearing, including a large amount of e-mail correspondence regarding the agreements emergence.

5.4 The defendants' information

The section presents a summary of the defendants' tasks, as far as it is now relevant.

5.4.1 Tero Kivisaari

He was appointed business area manager in May 2007. There was an ambition to expand in the region. The investment was managed as a Fintur project. It was natural that they were approaching the president to find out they were welcome in Uzbekistan. If not, it would not have been possible to invest in the country. When he went over, he was aware that all discussions with a local partner went through

Bekhzod who was the CEO of Uzdurobita. He was described as Mr. Telecom in the country. From in mid-June when Serkan Elden was fired, he started to familiarize himself project. Serkan Elden had talked about Gulnara Karimova as a possible partner though no one had met her so it was just a rumor. According to Serdan Elden, she was one local businesswoman involved in several business areas. He knew himself that she was involved in many different business activities. Serkan Elden spoke probably both about Gulnara Karimova alone and as a person among several other investors. He never received information in 2007 that she was one official or decision maker. It was Bekhzod they negotiated with the whole time. In June 2007, he received information from Bekhzod that the local partner consisted of a group of local businessmen. He did not know who was the final owner of

Takilant. Bekhzod never admitted that it was Gulnara Karimova who was behind the partner and unfortunately did not get any confirmation of who it was. They did what they were able to know but without success. That it was so was known within Telia. Lars Nyberg has told him that he asked the local management in Uzbekistan why Gulnara Karimova participated for a short while at the meeting on the so-called round trip January 2008 and answered that she was a powerful businesswoman in the country. According to His memory picture was not spoken of about telecom. Their partner was not government or any authority. That the deal was legal was clear to them. The 6th In January 2013 he submitted a report due to an inquiry on the occasion of Telias entry into Uzbekistan. It is true that he said that there were rumors and stories over the years that Gulnara Karimova was behind the local partner and that it for him it was possible that it was but he could never have confirmed it has never seen any evidence of it. That's what he said all the time.

5.4.2 Olli Tuohimaa

Spring 2007 was a hectic time when his role changed and he finally became chief legal counsel for the Eurasia operations. His task as chief lawyer included transactions, acquisitions and divestments. They hired external lawyers for bigger ones project. He stepped into the project May / June 2007 gradually. The partner in the Uzbek project was always Bekhzod who presented himself as a representative of a local group businessmen. He always talked about shareholders in plural so he perceived it as several. Based on his professional activities, it is not uncommon to see someone like that represents a larger group of shareholders. The name Takilant came first on 31st October 2007. He talked to Bekhzod by phone and met him 2-3 times.

Gayane Avakyan was the only owner and representative of Takilant. He did not know that Gulnara Karimova was behind the company. And no one else knew it either. The There were rumors that Gulnara Karimova was behind the partner but it couldn't verified. It wasn't necessarily a problem to have Gulnara Karimova as partner as the president's daughter. But one cannot have a civil servant

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with influence on the telecom market. He hasn't, however, ever got a share of it information that she was a government representative or affiliated with the telecommunications authority. But he assured himself in the agreements that this issue was discussed so that no government person or authority person was behind partner. The lawyers engaged have the legal obligation to investigate Background substrate. The background to the anti-corruption clause was precisely that ensure that there are no government officials behind the partner. It is not specifically there because of the rumors of Gulnara Karimova. If a government official had entered the ownership image in Takilant, the company had had to inform Telia about it and the agreement could then have come to an end.

5.4.3 Lars Nyberg

He took office on September 3, 2007. He was CEO of the Group and had eight CEOs in subdomains. He had previously not worked in a telecom company so he was right a lot to learn. Increasing sales and reducing costs was his mission. Decisions regarding Uzbekistan were taken and the legal instruments completed. At The first meeting with Tero Kivisaari, he responded that they didn't know who was their local partner and that it was Bekhzod, who was the CEO of their competitor in Uzbekistan, with whom they negotiated. Bekhzod did not represent the authority, however facilitated communication between them and the authority according to Tero Kivisaari. He told Tero Kivisaari that they had to keep track of it. He asked the chief lawyer the board knew that they did not know who was their partner and he answered yes and that it was not a legal problem not to know. The chairman also said they did not knew who was their partner but that they were similar to Uzbek Wallenberg. He asked Tero Kivisaari for corruption in Uzbekistan and this one said it could be a problem. He emphasized to Tero Kivisaari that they did not corruptor. He never heard the name Gulnara Karimova as a possible partner before December agreement 2007. That name came later via the media.

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Before a round trip in January 2008 in the region, he learned that he would meet Gulnara Karimova, a successful businesswoman and daughter of the president. The meeting lasted just under 30 minutes and he does not think she said a word. It was mostly he who talked during the meeting. The fact that he did not meet their partner reacted he was not on because they negotiated with Bekhzod and then they did not know who stood behind the partner, ie. who was the beneficiary of the next step. Tero Kivisaari never mentioned anything about Serkan Eld's information about Gulnara Karimova. He has concluded a separate conclusion that Tero Kivisaari made the assessment that it was not especially credible. Anyone who could say who it was to Tero Kivisaari was Bekhzod but this one never left information about who was behind the partner.

5.5 Minutes of interrogation

Summary summary of what other interrogators in the case have told you about in a separate annex (annex 433).

6 COURT OF JUSTICE

6.1 The criminal liability in case B 12201-17

6.1.1 Applicable criminal law provisions

1. Criminal liability for the corruption crimes that are basic in Swedish law bribery and bribery, at the time period in question, was settled in Chapter 17. § 7 and Chapter 20 2 § offenses. The provisions were different sides of the same act. In Chapter 20, Section 2 of the Penal Code stated the circle of persons who were met by criminal liability for offenses. Due to reference from chapter 17, Section 7 of the same beam became That circuit also determines the delimitation of the crime bribery. bribery demanded that the perpetrator be a special subject and belonged to someone

of the categories set out in the provision. The mutable circuit did not belong only employees in Chapter 20 § 2, first paragraph, but also the contractors and Other officials who were listed in the second paragraph of the provision.

2. Legislation was criticized partly because it was detailed and partly overlapping enumeration made it difficult to apply. Come on critical remarks from international monitoring bodies whose international instrument Sweden taken up in the area of corruption. This meant, among other things, a reservation which Sweden submitted to Article 12 of the Council of Europe criminal law convention corruption (Council of Europe Convention), which states that states should criminalize so-called trade in influence. According to the article, it would be punishable inter alia to promise, leave or offer an unfair advantage to someone who claims or confirms being able to exercise an irregular influence over eg. a public official, MPs or Ministers. Against the application of this article, Sweden had reserved and argued that the punishable influence of people being met by the description was already criminalized and that a criminalization otherwise in accordance with the article very easily could conflict with the fundamental right to be able to express their opinion in a democracy and in this way seek to influence those in power and other. ⁷

3. The monitoring body evaluating compliance by States Council of Europe Convention - Group of States Against Corruption (GRECO) - recommended several States Parties to reconsider their corresponding grounds reservations made. Among other things, Against this background, a review was made in order to achieve a more modern and more effective and easily accessible regulation with clear criteria for criminal liability. The inquiry left its report Mutbrott i June 2010 (SOU 2010: 38) and formed the basis for the legislation that applies after it July 1, 2012, where the corruption legislation was collected in Chapter 10. the criminal code as now deals with embezzlement, other faithlessness and offenses.

⁷ Prop. 2003/04: 70 p. 32.

4. Over the years, additions and changes had been made to the relevant personal circle through a number of legislative changes. By 2012, the law change has finally been decided the circle of people who can be met by mutant responsibility to each one who is employees or exercises, both within public and private activities. The nine points previously included in the second paragraph of Chapter 20. 2 § offenses was thus repealed and the responsibility is now generally designed to meet all practitioners of assignments. Trade in influence was also criminalized. 8

5. However, in the case, as mentioned above, the district court has to apply the elderly legislation as amended before 1 July 2012 with the limited number of persons that was then the case.

6. Bribes and offenses in the public sector were mainly criminalized to protect the public's demands for impartiality and duty of business. The crime's object of protection can be said to be the integrity of the service itself or the mission. 9 It is essential that public confidence in decision-making and other public operations are not damaged.

7. In the typical corruption situation, three parties are affected: public or private official, his or her principal and the cutlery. Between the functionary and the principal has a duty and trust relationship that can be based on employment or assignment or also follow by law.

8. The principal's interest in loyal service is partly protected by one particular Responsibilities were imposed on employees and contractors (offenses) and partly because they were done punishable to try to influence them to betray their loyalty to the principal

8 Agneta Bäcklund et al. One comment [Zeteo] comment to chapter 10a 5a the criminal code, under the heading "Background" and "Employee or person exercising assignments".
9 Jareborg, N., Brotten. Third booklet. The crimes against the public and the state. Other information Sthlm 1987 s. 198th

(bribery). It has been considered particularly important to maintain confidence in the principal's business with regard to the general because it is by extension otherwise, the democratic system threatens.

9. For bribe, sometimes called the active deed, it is condemned to workers or others listed in the provision on breach of promises or offers, for himself or for others, bribe or other improper

reward for the service. The criminal liability is adapted to eg. following international instruments taken over by Sweden: the OECD Convention on combating bribery of foreign public officials in international business relations (prop. 1998/99: 32), Council of Europe Convention (bill 2003/04: 70) and the United Nations Convention against Corruption (Act 2006/07: 74).

10. For offenses, sometimes called the passive act, a worker is convicted of, for himself or another, receives, promises or requests a bribe or other improper reward for their work. With workers, of course, the one who is civilian employees. In this respect, what is said is applied on workers also on: the person who, in other cases than referred to in Chapter 20, § 2 others paragraph 1–4, because of the position of trust, has been assigned to someone else take care of a legal or financial matter or monitor the performance of such task; foreign minister; or someone who, without having employment or assignments mentioned in the provision exercise the authority of a foreign state.

11. The District Court will return under each section with a more detailed account of the legal regulation relevant to the examination.

6.1.2 General evidence

6.1.2.1 The requirement of proof

12. In criminal cases, the prosecutor has the burden of proof. For conviction, it is required without reasonable doubt that the defendants have been guilty of the deeds which is the basis of the indictment. The requirement for proof applies to all criminal requisites.

13. In order for the defendants to be convicted of gross bribery, it does not require that There are some reasonable doubts that they acted in the manner of the prosecutor in all relevant parts has claimed. This means, among other things, that, in order for the proof requirement to be fulfilled, it may not there are other reasonable explanations for the course of events than the one included in prosecution. In the proof requirement "except reasonable doubt" is thus that if there is a reasonable one

alternative to the prosecutor's thesis, the accused should be freed.

6.1.2.2 The robustness of the investigation

14. In the case of the so-called robustness of the Swedish right of proof, it can be stated that the evidence may be considered robust only when the present evidence is so comprehensive evidence that the evidence can hardly be disrupted by the possibilities of introduction further investigation. If not, other possible evidence may lower the probative value of the evidence presented by the prosecutor.

15. It seems to the doctrine that robustness must be taken into account in the trial of evidence in criminal cases agree on. Exactly how robustness deficiencies should be considered during the evidence evaluation However, it is not clear from court practice. That courts judge that investigative deficiencies should go out over the prosecutor and not the accused, however, is clear.

6.1.2.3

16. According to Chapter 45, Section 4, first paragraph, third paragraph of the Code of Judicial Procedure, the Prosecutor provide the information on the criminal act needed for it characteristic. The prosecutor's information must be intended for the accused clearly Clarify what is put to him or her and thus distinguish which ones points he or she has to focus their defense. The information provided by the prosecutor the lawsuit application constitutes the external framework of the process.

17. The interest in effective criminal law enforcement speaks to the fact that to some extent must accept that an act of description is indefinite. In case of ambiguities and imperfections in the prosecutor's description of the act have the right in general one obligation under Chapter 46 Section 4, second paragraph, of the Code of Judicial Procedure to conduct material procedure. Through questions and remarks, the court should try to remedy ambiguities and imperfections in the statements made.

18. The Code of Judicial Procedure does not contain any rules on the inadequacy of the design general prosecution could be rejected, eg in that case, a material process management does not lead to a sufficiently precise act. Instead, it is assumed that the court should

announce an acquittal judgment if it finds that the defendant is not within the accused the frame of action has committed one or more crimes.

19. A seemingly different thing is that it appeals to his or her defender of course always have to have full knowledge of the description of the work within whose frame the court, possibly after prosecution, has the opportunity to impose on him or her one responsibility. ¹⁰ To the extent that imprecise allegations lead to difficulties for the accused to present a counterclaim, this may affect the evidence evaluation in one direction for him or her.

¹⁰ See e.g. European Court of Justice *Mattoccia v Italy*, SvJT 2000, p. 841, and *Sadak et al. against Turkey*, SvJT 2001, p. 819.

6.1.2.4 Evidence Assessment

20. The starting point is that there is free trial. At his evidence evaluation the district court first the value of the various evidence, to the extent that they are relevant to the trial, as the prosecutor has presented separately. After that, a decision is made about it the weighted value of this evidence is sufficient to meet the requirement of proof and if it is thus proven that it has been used in the manner claimed criminal act. If the prosecutor's evidence is inadequate, it should defendants acquitted. If, on the other hand, the proof requirement is deemed to be fulfilled, it shall accused of information and other evidence invoked against the prosecutor action claim is reviewed. If the description of the act is thereby refuted or if the accused's story takes such power from the prosecutor's evidence the proof requirement is not met, the prosecution must be dismissed. At the same time, it is important to emphasize that the defendant has no burden of proof and is therefore not obliged to account for circumstances that release him from liability. ¹¹

11 NJA 2015 p. 702.

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6.1.3 The course of action concerning the transactions with the Uzbek partner during 2007-2010

- The course of action regarding the transactions as the prosecutor alleged in accusations 1–5 in terms of agreements and thus continuous payments to accounts of Takilant, and in one case to Huawei's account in favor of Zeromax, Both companies linked to Gulnara Karimova are objective seen in the case.
- The section describes the reasons for the position.

6.1.3.1 Proceedings 1–5

21. The defendants and Telia have in all material respects recognized the actual course of action regarding agreements and payments that the prosecutor described in points 1–5.

The acknowledgments are supported by the investigation in the case. It can be concluded that the following the course of action is shown.

Prosecution point 1 - December agreement 2007

22. During the autumn of 2007, Tero Kivisaari and Olli Tuohimaa participated in negotiations and making agreements with Takilant. However, most people have been involved in the negotiation and the establishment of the agreements, including legal adviser from a Turkish and a Dutch law firm.

23. The decision to enter into the negotiated agreements was made by TS UTA on the 17th December 2007 where among other things Tero Kivisaari participated as chairman of the board and Olli Tuohimaa as representative of the shareholder Sonera Holding BV. Lars Nyberg on December 18, 2007, authorized Tero Kivisaari to sign the agreements.

24. On 24 December 2007, the following agreements were concluded: - Agreement between TS Uzbek and Takilant regarding frequencies and number blocks; - Transfer agreement between TS UTA and Takilant regarding 26 percent of the shares in TS Uzbek; - Shareholder agreement

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between TS UTA, Takilant and TS Uzbek regarding the joint ownership of TS Uzbek including a sales option for Takilant.

25. The agreement was signed by Tero Kivisaari for TS Uzbeks and TS UTAs Bill. Under the terms of the agreements, \$ 80 million has been paid to Takilant on December 27, 2007 and Takilant then paid \$ 50 million to TS UTA for 26 percent of the shares in TS Uzbek. Takilant has thus received \$ 30 million as well approximately 26 per cent ¹² of Coscom via the shareholding in TS Uzbek. According to the shareholder agreement Takilant had the opportunity to sell these shares to TS UTA from 2010 according to some terms. The payment of \$ 80 million from TS Uzbek to Takilant was partially funded through a loan of USD 30 million from TS UTA and according to the shareholder agreement, TS Uzbek would repay this loan to TS UTA before any dividend to the shareholders was allowed to take place.

26. Agreements and payments between TS UTA / TS Uzbek and Takilant in December 2007 can be graphically presented as follows.

Picture 3.

¹² Around because TS Uzbek only owned 99.97% of Coscom.

27. The related allocation of GSM 1800 and 3G frequencies can be graphically described as follows.

Picture 4.

Prosecution point 2 - Acquisition of number blocks in August / September 2008

28. In 2008, the business decision was made to acquire number blocks, ie. number series and network code, to Coscom by Takilant for \$ 9.2 million, which Teleson held. Olli Tuohimaa participated and commented on the agreement between TS Uzbek and Takilant signed on August 20, 2008 by Tero Kivisaari for TS Uzbeks on behalf of Gayane Avakyan on behalf of Takilant. The same day returned Teleson number block according to the agreement to the telecommunications authority. August 21, 2008 Coscom applied to the telecommunications authority for the number blocks. Coscom was awarded number blocks according to the application on August 26, 2008. Lars Nyberg left power of attorney / delegation on the case on 15 September 2008. On the same day, Tero left Kivisaari payment instruction. The money was paid to Takilant on September 16th 2008. The previous loan from TS UTA to TS Uzbek of \$ 30 million was extended in related to this with \$ 9.2 million.

29. Number series assignment and network code linked to the MUSD 9.2 can graphically described as follows.

Figure 5.

Prosecution point 3 - Repurchase of shares etc. in January 2010

30. On January 22, 2010, Telia's Board of Directors preferred the issue of repurchase of shares in TS Uzbek from Takilant. Tero Kivisaari and Lars Nyberg participated in the presentation.

On the same day, a decision was made on the transaction by TS UTA's Board of Directors, including Tero Kivisaari and Olli Tuohimaa (as representative of Sonera Holding BV). On the 25th

January 2010, TS UTA and Takilant entered into an agreement whereby TS UTA acquired 20 percent of the shares in TS Uzbek from Takilant for \$ 220 million. At the same time, one was entered Supplementary Agreement to the 2007 Shareholder Agreement for TS Uzbek in which it was stipulated to Takilant regarding the six percent of the shares in TS Uzbek as Takilant still held would have a put option with a floor price of \$ 50 million.

The agreement was signed by Olli Tuohimaa, who also participated in the production of the agreement, on behalf of TS UTA and Gayane Avakyan signed the agreements for Takilant's bill. On January 28, 2010, Lars Nyberg gave power of attorney / delegation question.

31. The events surrounding the January 2010 agreement on the repurchase of 20 percent off The shares of TS Uzbek etc. can be graphically described as follows.

Figure 6.

Prosecution point 4 - Consultancy agreements etc. for the acquisition of 4G frequencies April - June 2010

32. Takilant's subsidiary Teleson was liquidated in 2009. On January 18, 2010 assigned Uzdonrobita 4G frequencies by the telecommunications authority. In April and May 2010, agreements were entered into in various party configurations between TS Uzbek, TS UTA, Huawei Zeromax and Takilant which include meant that Coscom would receive 4G frequencies against a debt of \$ 15 million to the Huawei company Zeromax and to "floor" in Takilant's put option for the remaining six percent of the shares in TS Uzbek was raised from \$ 50 million to \$ 75 million. Among others, Tero Kivisaari and Olli Tuohimaa was involved in the negotiation and development of the agreements. Uzdonrobita according to the prosecutor at unknown date, has returned 4G frequencies assigned Company. On May 10, 2010, Coscom applied for 4G frequencies at the telecommunications authority. Decision to enter into the agreements as far as TS UTA and TS Uzbek are concerned was taken by the respective board of TS UTA and TS Uzbek on June 4, 2010 where Olli Tuohimaa participated as representative of Sonera Holding BV Lars Nyberg has approved the deal and participated in the presentation of the deal for Telia's board on June 7, 2010. On June 11, 2010, Coscom received permission to use the 4G frequencies. Payment of \$ 15 million according to the agreements then took place on June 14 In 2010.

33. On January 23, 2013, Lars Nyberg signed a written ratification there Power of attorney with the possibility of further delegation was given to Tero Kivisaari regarding conditions.

34. The business-related assignment of 4G frequencies can be graphically is described as follows.

Figure 7.

Prosecution point 5 - Consultancy agreement for the acquisition of additional 4G frequencies in November 2010

35. On October 22, 2010, Uzdurobita was awarded additional 4G frequencies UzACI. Lars Nyberg was present at the board meeting in Telia on October 22, 2010 when dealing with agreements with Takilant regarding the acquisition of additional 4G frequencies Coscom for \$ 55 million was featured. The written basis for the board regarding the deal was made by Tero Kivisaari. The board decided to enter into the agreement, as Olli Tuohimaa had been involved in the production. On October 25, 2010, Lars Nyberg left power of attorney with the possibility of further delegation to Tero Kivisaari to conclude the agreement. The

October 29, 2010, the boards of TS Uzbek and TS UTA, where Olli Tuohimaa joined both cases participated as representative of Sonera Holding BV, decision to enter into the agreement between TS Uzbek and Takilant. November 1, 2010, Olli signed The Tuohimaa agreement for TS Uzbek and Gayane Avakyan signed the agreement Takilant.

36. On November 18, Coscom applied for the allocation of 4G frequencies. If unknown date, Uzdurobita has, according to the prosecutor, returned part of the frequencies. The 26th November 2010, Coscom will be awarded the 4G frequencies returned by Uzdurobita.

37. Tero Kivisaari approved payment orders on December 14, 2010. Payment About \$ 55 million was executed on December 16, 2010.

38. The events around the so-called 55 MUSD agreement in 2010 can be graphical is described as follows.

Figure 8.

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39. The associated assignment of 4G frequencies can be graphically is described as follows.

Figure 9.

6.1.3.2 Gulnara Karimova's connection to Takilant and Zeromax

40. The rumor that existed early on that Gulnara Karimova was behind Takilant customer can only be confirmed in 2016 by a reply from Switzerland on request international legal assistance in criminal cases from Swedish prosecutors. Of actions from it Swiss inquiry in the form of "Declaration of trust for nominee share" can noted that Gayane Avakyan's shares in Takilant were held by her "on trust for Gulnara Karimova "(the" Beneficial Owner ") and that Rustam Madumarov for Gulnara Karimova's bill likewise accounted for the shares in Swisdom. Further

it emerged that Gayane Avakyan entrusted all of his shares in Takilant to Gulnara Karimova, and that Rustam Madumarov was to bequeathed his shares in Swisdorn to

Gulnara Karimova.

41. The documents are deemed to have a high probative value. Through the investigation
The prosecutor presented may thus be deemed shown that Gulnara Karimova had one in it

here the relevant link to Takilant by being the company's final
beneficiary.

42. The fact that it was Takilant who was Telia's contracting party in the hearing
has a high evidential value for the prosecutor's claims that Gulnara Karimova too
stood behind Zeromax, whose debt was Telia, in accordance with what was considered investigated
prosecution point 4 above, regulated in relation to Huawei. Because it also speaks tasks
in Frederick Starr's report on political risk analysis prior to Telia's entry into it
Uzbek market. The report contains information that Zeromax is
Gulnara Karimova's company. Also information in an email from May 30, 2007 from one of
Fintur hired a consultant, Talgat Dairbekov, to Serkan Elden regarding information about
Gulnara Karimova's ownership in various companies, including Zeromax is mentioned, speaks for
this. All in all, it must be considered that Gulnara Karimova also had one
relevant link to Zeromax.

6.1.3.3 Conclusion

43. The course of action relating to the transactions alleged by the prosecutor
Proceedings 1–5 in terms of contracts and related payments to
accounts of Takilant and in one case to Huawei's account in favor of
Zeromax, both companies linked to Gulnara Karimova, are objectively investigated
goal.

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6.1.4 General remarks on the prosecution

6.1.4.1 Weak offense identity and deficiencies in the investigation's robustness

The section states the following:

- The description of the act is unclear as to the first reason in ask about Gulnara Karimova's affiliation with the mutable the personal circle and the second hand on which official or officials or authority referred to.
- These uncertainties due to shortcomings in the investigation's robustness have caused difficulties for the defendants to prepare their defense and bring rebuttal, which affects the evaluation of evidence in one for them prosecuted favored direction.

44. The Prosecutor claims that the transactions in the charges 1–5 included bribe or other improper reward according to the then Swedish legislation. He has more specifically, asserted that Lars Nyberg for the years 2008-2010 through proceedings in points 2–5 and Tero Kivisaari and Olli Tuohimaa for the years 2007–2010 through the procedure in the charges 1–5 has together and in consensus, offered, promised, accepted and left bribes or other undue reward:

- **primarily** to Gulnara Karimova for her work or service task / mission
 1. as a worker in the Uzbek state,
 2. as a result of the position of trust has the task of managing and managing for others monitor financial and legal affairs,
 3. as foreign minister (open 2)
 4. or without holding employment or assignment for the exercise of foreign state authority.
- **secondly**, for the performance of a service to an official or a civil servant telecommunications authority or by authority, but to get another, in this

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case Gulnara Karimova, in part. I.e the official's reception is for other than himself.

- **thirdly**, to Bekhzod Akhmedov, in the service as President of the company Uzdurobita, but to come different, in this case, Gulnara Karimova, in part. I.e Bekhzod Akhmedov's reception is for others than himself.

45. The Prosecutor's action description gives rise to the following general objections. A starting point in criminal law against the background of inter alia The demands of the European Convention on a fair trial are that of an accusation must be detailed so that the defendant can defend himself¹³. It can be stated that objections were made early from the defendants regarding the prosecution the design and content that they in parts mean is too imprecise. The district court conducted active material process management already at the preparatory meeting on 27 November 2017 in order to clarify uncertainties in the prosecutor's description of the act The partly related to the props in the first instance regarding the personal circle as far as employment is concerned or assignments in a position of trust, either which official or which officials and authority which was intended in the second place by the deeds description and partly what more detailed was made as criminal on each of the defendants. In the latter part, the prosecutor then specified the prosecution by adjusting the description of the offense and for the charges 1–5 stated the actual circumstances as he thinks the defendants performed. Otherwise, the questions were left unanswered.

46. In criminal liability cases, abstract legal facts, i.e. parts of legal rules (requisition) is filled out and made concrete for the court to be able to do its examination. The bribery and bribery rules typically indicate, generally descriptions, while deeds descriptions should indicate the individual, unique case. The prosecutor must therefore describe a real sequence of events, i.e. enter actual

¹³ Lars Heuman, Are vague and unclear deeds descriptions acceptable under the European Convention, JT 2005/06 p. 544.

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conditions that have occurred in real life. In order for the district court to be able to
 Therefore, try the requisition workers, the position of trust or assignment
 is broken down into concrete objective facts on which the concepts are based
 case. Of course, this also applies to which official or officials
 or authority referred to.

47. Although the prosecutor does not concretize abstract legal facts
 the prosecution description, the prosecutor must, during the process, specify them
 circumstances laid the burden on the defendant for it to be given adequate
 opportunities to defend themselves. The prosecutor's case presentation should normally
 The right and the defendant can get a good idea of what circumstances are
 the prosecutor specifically claims.

48. During the main hearing, the District Court has again raised the remaining ones
 issues that have existed regarding the lack of concretisation of the prop
 workers and various missions. On September 24, 2018, the Prosecutor has one
 request for international legal assistance in criminal proceedings to Switzerland with reply the next day
 on September 25, 2018, which was then filed with the district court on October 9, 2018, including
 referred to information from Uzbek authorities over Gulnara Karimovas
 positions in Uzbekistan. The prosecutor has based the information in the document
 from Switzerland decided to restrict the claim that Gulnara Karimova
 been Minister to only refer to 2008. Otherwise, he, as he finally gets
 of course, also claimed that Gulnara Karimova had in the answer stated positions
 in the Uzbek foreign administration, but in addition he has maintained
 claims of Gulnara Karimova as an employee or in a position of trust
 with task in the telecom industry without being more specific.

49. The conditions in Uzbekistan, as the district court has understood, have been such that it
 been associated with difficulties for the prosecutor to conduct a preliminary investigation in the country. On
 Due to deficiencies in the investigation, which external circumstances led to, the indictment has

crucial parts, as it seems, were built around speculation without concrete anchoring
 Among the facts in the case.

50. That said, the district court finds that the ambiguities that remain in it
 the description of the act because of shortcomings in the study's robustness has led to them

defendants had difficulty in preparing their defense and giving evidence. They have in these aspects had to be based on various hypothetical events and speculated

about this. According to the district court, this will have an impact on the evaluation of evidence in one for them prosecuted favored direction.

6.1.4.2 The principle of legality and the external framework of the process

The section states the following:

- In criminal law, the principle of legality impedes an extensive one interpretation and application of the law.
- The information provided by the prosecutor in the lawsuit application constitutes the process outer frame and the act of the prosecutor of the case does not extend longer than the specifications the prosecutor does in the process.

51. The Prosecutor has stated that the District Court shall use imagination and empathy in its trial. The district court should already state this obviously that within the criminal procedure does not allow for such a thing. The principle of legality is considered central from a rule of law and given a special importance in criminal law and the criminal process. ¹⁴ The principle prevents extensive interpretation and application of Act. When interpreting a penalty clause, the purpose of the legislation is - as can be seen from preliminary works - as well as practices and statements in the Jurdish literature of meaning.

52. As stated above in the section on perpetration identity, the data are as the prosecutor states in the lawsuit the external framework. From that frame is

¹⁴ 1 ch. § 1 of the criminal code "nullum crimen sine dok" (= no crime without law).

The District Court's review is limited and the same as in all other criminal cases with it formal regulations that apply to the prosecutor in terms of investigation, burden of proof and proof.

53. The alleged act must comply with all the requisites in the legal text, otherwise it will conflict against the principle of the principle of legality, nevertheless to apply the provision.

54. It is obvious that the allegation must consist of demonstrable circumstances. The act of the prosecutor for the case no longer extends beyond the clarifications the prosecutor does in the process and ch. Section 3 of the Code of Judicial Procedure should be applied with consideration of such clarifications. As mentioned above in section 6.1.4.1 above, has

the district court materially prosecuted the prosecutor on several occasions. The district court limits examination in accordance with the replies provided. 15

6.1.5 Bribery primarily by Gulnara Karimova as an employee or contractor in a position of trust

6.1.5.1 What the District Court shall examine

55. In order for the law of corruption to be applicable at all, it is assumed that alleged recipients are mutable, ie. they must fall under the circle of mutable people. As the prosecutor has designed the deed of description therefore begins the district court to test whether Gulnara Karimova belonged to the circle of persons who hit by mutant responsibility, something the prosecutor alleged but the defenders denied.

56. It can be noted that the Prosecutor's main claim means that Gulnara Karimova during the current period has been employed, had assignments in one position in the telecom sector or in other ways exercised foreign states authority. In addition, Gulnara Karimova has, according to the prosecutor, also acted as

15 Nordh, Practical Process II, Rev. 3, pp. 33-34, 36 notes 39 and 49.

Foreign Minister in 2008. However, the Prosecutor does not have a closer look at one concrete actual course of action stated what it is for employment or assignment in one trust position that Gulnara Karimova held, but only in vague general terms specified Gulnara Karimova's affiliation with the mutable personal circle according to the following two options:

- Gulnara Karimova has had the relevant public position in telecom in shape of employment or assignment based on the trust she has received from his father, President Islam Karimov.
- Gulnara Karimova himself has the right to exercise power, completely independent of system or any public client. That means she, without that have had public employment or assignments due to the position of trust, i practice exercised authority, so-called de facto authorities practitioner.

57. The prosecutor has also presented a third alternative, which he meant is not realistically, that Gulnara Karimova has been an agent or lobbyist for Telia and as such she has had the opportunity to influence, completely independent of the system or any public client.

58. In addition, the Prosecutor has submitted that Gulnara Karimova does not has been a government official or minister in the normal sense who has submitted directives Asking what to do without the prosecutor's attitude is that she did one crime syndicate, a state-organized crime, with the president's approval.

59. The prosecutor has finally also referred to information on official functions as Gulnara Karimova had during the current time period in the Uzbek Foreign Affairs is based on the response to an application for international law help in criminal cases received from Switzerland, which in turn received the information from Uzbek authorities. The information says the prosecutor is proof of Gulnara Karimova's official position as an employee, etc., with a broad functional set area of responsibility during 2007 with connection to the telecom industry.

60. In this context, the prosecutor has argued that the Swedish model included authorities clearly delineated against government and state is not common as a model in one state like Uzbekistan. He has generally stated that in Uzbekistan is department closely connected with authorities even if the decision is made by the authority and pointed out that Abdulla Aripov was both deputy prime minister and authority manager.

61. In that respect, the prosecutor's action primarily does not imply any concretization the personal circle has been based on an actual individualized course of action the district court cannot test each criminal case separately, ie. worker, contractor in a position of trust or so-called de facto government practitioner. Instead, the district court is examining the allegations in this part gathered under what the district court chooses to designate as indefinite public employment or assignment in one position in the telecom sector. Then the district court will examine them various concrete public employment or assignments within the Uzbek the foreign administration that the prosecutor makes according to the information from Uzbekistan claim that Gulnara Karimova has had. The legal regulation for each crime requisites are initially reviewed.

6.1.5.2 The legal regulation

6.1.5.2.1 Workers

62. "Employee" means a person who is a civilian employee.

The concept of worker is not defined in law, but has been developed in preliminary works and practice. It has not been considered appropriate to have any particular employee concept for Mutual legislation, eg for a function that, in terms of experience, is in need of protection against corruption. Instead, the concept of worker is given in Chapter 20. Section 2, second paragraph the criminal code the meaning expressed in the application of the Labor Court of the Act on Collective Agreements and the Act on Association and Negotiation Rights. At

The assessment of whether there is an employer-employee relationship is often given importance to things as if the relationship is based on an agreement, if it is about it one party shall perform work on behalf of the other party, if the relationship has permanent or regular nature and if the work is done specific directives or controls.

63. However, employees are not the one who, on behalf of others, carries out work during circumstances similar to those occurring in an employment relationship, e.g. as a self-employed. ¹⁶

6.1.5.2.2 *Confidence* position

64. In the present relevant case, it is relevant to examine the provision in Chapter 20. § 2 others paragraph p. it which otherwise than referred to in p. 1–4 because of the position of trust has been assigned to someone else a) to manage a legal or economic matter; or d) monitor the performance of such a task a).

65. The person circle that meets with the assignment descriptions stated is broadly in line with the personal circle that then applies to chapter 10. § 5 the criminal code could be convicted of unfaithfulness to the principal. The offender too The crime of betrayal is a special subject in the sense that he or she must be stand in a special position. This means that the provision includes Board members, auditors and other persons with management and control tasks, brokers, commissioners, property managers, lawyers and others like performs job seeker assignments. In the case of a state, the holder of the public is also understood to mean position due to appointment or election, which are not officials.

16 Report of the Mutual Responsibility Committee. SOU 1974: 37 pp. 136 f.

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66. In order to assume the special position required by the breach of faith is required furthermore, that the person concerned was entrusted with a certain task of managing or monitoring. IN The legal text mentions the following information. Under the term economic concern housed, e.g. the managing director's management of the day-to-day management in one limited company. The business must not necessarily consist of that person given legal power to conclude contracts or other legal acts on behalf of the principal, even though it often does. Sufficient is that he or she received task of overseeing the management of economic affairs, which is often included manager function. ¹⁷

67. Finally, people who have been assigned the task of caring for someone else legal matter. This includes lawyers or other lawyers who have received special assignment by a client.

68. A contractor who is not in a position of trust in relation to on the other hand, the client cannot be convicted of any offense or unfaithfulness to principal.

6.1.5.2.3 *Exercise of the authority of a foreign state (de facto governmental practitioner)*

69. The relevant provision in Chapter 20, in the case. Section 2, second paragraph, p. 7 of the Penal Code was introduced on July 1, 2004, according to which foreign practitioners are covered the responsibility for bribery. The change meant that the circuit of mutable public authorities exercised.

70. The provision covers someone who, without holding employment or assignment which has now been said, exerts foreign government authority with reference to those categories as mentioned in the paragraph before. It is also assumed here that employment or

¹⁷ Agneta Bäcklund et al. A comment [Zeteo] commentary on chapter 10 § 5 the Criminal Code, under the heading "Employment due to the position of trust"

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assignment exists. Among other things, the provision includes foreign mayors whose title any direct counterpart is no longer in Swedish law; this because Sweden would fulfill its obligations under the Council of Europe's criminal law convention corruption, etc. Regarding what is meant by the exercise of authority for foreign state was referred to what applies to Swedish conditions. Same assessment grounds must therefore be applied to practitioners of foreign states authority.¹⁸

71. In principle, the exercise of authority means formal decisions and measures that are expression of the power of society in relation to the individual. Authority can be exercised by eg. publicly-employed worker, holder of assignment or it who is duty-bound.

72. In order to incur liability under this paragraph, an actual measure must be taken in the exercise of authority. A typical case where a decision is invalid according to the head of department is when it has been taken by an obviously unauthorized person. Then There is no public authority and this law room is therefore not applicable. Thus, the provision does not include unauthorized persons engaged in actual exercise of power. However, the act can fall under Chapter 17. Section 15, where it punishment is imposed on the person who gives the unauthorized person to exercise authority.¹⁹

¹⁸ Prop. 2003/04: 70 pp. 34 and 51.

¹⁹ Agneta Bäcklund et al. One comment [Zeteo] comment to Chapter 20, Section 1 the criminal code, under the heading "Exercise of the authorities".

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6.1.5.3 Indeterminate public employment or assignment in a position of trust in the telecom sector

- The report presented has not clarified the vague parts in it the prosecutor's claim about Gulnara Karimova's affiliation with the mutable person circuit. An alternative explanation has instead been considered reasonable, ie. to Gulnara Karimova in the shops acted as a businesswoman through companies like she had a connection.
- Overall, it has not been considered proven that Gulnara Karimova in a way the prosecutor allegedly belonged to a mutable circuit as an employee or contractor in a position of trust with task in the telecom sector.
- The prosecutor's claim that Gulnara Karimova has been unauthorized foreign government authority has been found not to be criminal according to mutlagstiftningen.
- The section describes the reasons for the position.

6.1.5.3.1 Introduction

73. As stated in the section on legal regulation, relevant criminal records are in the personal part of the legislation is well-defined and delimited. In order to the district court must now be able to test the current criminal case in an objective sense, as the district court previously pointed out, that the prosecutor concretises the circumstances he bases his claims on these matters.

74. However, the prosecutor has not reported what position or position he has claims that Gulnara Karimova has been duly elected, appointed or employed or was she served, if it was in the ministry, authority etc. Instead he has vague sweeping wording that Gulnara Karimova has been relevant public position in the form of employment or assignments based on trust as She has received from her father, President Islam Karimov, or to Gulnara Karimova herself has the right to exercise power, completely independent of the system or any public client. The latter, according to the prosecutor, means that she, without that have had public employment, assignments or positions of trust, practically practiced foreign state authority in de facto exercise of authority.

75. As outlined in the relevant section of the above-mentioned legal regulation However, so-called de facto governmental practice does not involve unauthorized persons who are engaged to actually exercise power. That prosecutor claiming in this part can thus already on a legal basis do not win.

76. Otherwise, the prosecutor may be perceived to mean that President Islam Karimov, without being able to report an actual concrete course of action surrounding this, either in writing, orally or through delegation, Gulnara Karimova made public employment or assignment in a position of trust to handle the telecom sector in Uzbekistan.

77. The prosecutor's claims appear to have essentially their basis in general information that Uzbekistan was a kleptocracy where President Islam Karimov enriched himself and his family as much as possible and that there was a general reputation in Tajs kent that Gulnara Karimova was awarded the telecom market by Islam Karimov and it the fact that she has entered into similar agreements through her companies and had ownership interests in all three major mobile operators in Uzbekistan.

6.1.5.3.2 *Assessment of evidence*

Introduction

78. In the following, the District Court is considering evidence that indirectly points to the Prosecutor's Office direction but at the same time try alternative explanations for the prosecutor's claims.

79. As regards the evidence put forward by the Prosecutor in the case, the following shall apply noted.

80. The written evidence in the form of e-mail agreements etc. which constitute direct traces from the times stated therein, according to the principle of the best means of proof is assessed have a high evidential value in terms of content.

81. When assessing the oral evidence, it should be emphasized that at The reliability of the interrogation statements has to be taken into account by the District Court in its material sense extent concerned with the reproduction of memory images about everyday events, e.g. the contents of e-mail exchanges, meetings etc. that occurred for between eight and eleven years then. It is for the witnesses of banal memories that must be judged easily modifiable, not least by taking in information from outside over the years.

It may have been that the people read about the event, talked to others about it or picked in details like others mentioned; circumstances that may affect memory even unconsciously. In addition, the quality of memory is influenced by how questions are asked. IN

In this context, it can be stated that leading issues have been repeatedly asked interrogators also under the so-called main hearings. All this is important for the reliability of the information provided by the interrogators. Considering what As has now been stated, it has been found that it has not been possible to ascertain how that knowledge as the people told about different events have been obtained, ie. if it is tracks from actual events or if the memory has been modified by any of the above said data and that the data therefore originate from any other document.

82. Initially, it can be stated that there are no direct tracks that show that Gulnara Karimova was given in writing, orally or through delegation public employment or assignment in a position of trust in the telecom sector. On the other hand, there are indirect tracks that to some extent speak for this or at least for that Gulnara Karimova in this relevant respect has had an impact on decision-making regarding Coscom. However, there are also alternatives for these indirect traces explanations. One such is that Gulnara Karimova acted as a businesswoman and that she as such acted irregularly. The prosecutor has himself pointed out that Gulnara Karimova had a large business empire where the telecom sector accounted for about half of it

wealth, and that she pursued criminal activities. Here it is noted that the payments from Telia have also gone to her company; a circumstance like individually speaks to the fact that work has been done for someone else's account in public employment or that she acted within the framework of a mission of trust.

Valuation of written material

83. Of a number of e-mails presented in the target from spring 2007, it appears that there were a great interest from Fintur's side to get approval from President Islam Karimov or responsible minister of telecommunications issues Abdulla Aripov to conduct telecom operations in the country.

84. The behavior through the investigation has got its explanation that it was a common one Recurring procedure that Telia applied for approval from subsidiaries through subsidiaries top decision-making in a country before making decisions about major investments. This is to ensure that the company was welcome to conduct

telecom operations in the country, which is necessary because of the infrastructure
In telecom operations, it is important for countries' national security. Among
Other things in these contexts, however, have also included information that shows
an interest in meeting Gulnara Karimova. The district court is considering this information
in the following.

85. In an email dated 16 March 2007 from Nurlan Sargaskayev, who was active in Telias
Kazakh subsidiary Kcell, to Serkan Elden, Hande Apaydin and Talgat
Dairbekov has information, including information from a visit to Tajs kent, that they
will meet Bekhzod, one of "the Lady Gulnara Karimova's" key people
telecommunications.

86. By email on March 24, 2007 from Serkan Elden to Esko Ryttonen, who was one of
The board members of Fintur, regarding the MCT affair, state that they have a possibility

meeting in progress with the president's daughter Gulnara Karimova and hers
Telecom colleagues. It also appears that the telecommunications minister Aripov is one
aggressive person and that a meeting with him should wait until they have "understanding"
with Karimova's team as a local partner.

87. The information in the e-mail may be considered indirectly to have probative value for the prosecutor's claim,
but at the same time they do not clarify the formal public role of Gulnara Karimova
if so, contained and acted within.

88. The interest that has existed from Fintur to meet Gulnara Karimova can be further in
Contrary to what the prosecutor has argued has another alternative explanation. District Court
Considering, in the following, evidence facts that generally point in that direction,
namely that Gulnara Karimova acted as a business woman with sometimes unauthorized means.

89. In a draft for Frederick Starr's report on political risk analysis for Telias
entry to the Uzbek market there is information that Gulnara Karimova had
a central and leading role in the telecom industry via its company Zeromax in Uzbekistan.
According to Starr, it could be tempting to work in parallel with Gulnara Karimova
or through her and her company Zeromax, not least because she was herself
interested in the telecom industry. Starr further pointed out that Gulnara Karimova in that case
would also be a direct competitor.

90. Frederick Starr's co-author, conflict researcher and lecturer at Uppsala University, Svante Cornell, has testified that Starr is directly questioning him in the summer of 2013 stated that it was general knowledge in the business community in the capital of Uzbekistan that Gulnara Karimova had a central and leading role in the telecom industry via its company Zeromax. However, Svante Cornell has emphasized that Gulnara Karimova's role was not transparent and not clear to one hundred percent. Without being able to identify it more closely, Cornell has stated that she had a leading role in informal structures.

91. The District Court notes that the information from Frederick Starr about Gulnara Karimova had a central and leading role in the telecom industry via its company Zeromax in Uzbekistan speak directly against the prosecutor's claim that she acted within the framework for a public employment or position of trust. Frederick Starr sees her instead as a direct competitor. Also Svante Cornell's statement about Gulnara Karimova in an unknown role in informal structures speaks against the prosecutor's claim public employment or assignment in a position of trust. Overall speaking thus the information in Frederick Starr's report and what Svante Cornell has testified about for the alternative hypothesis that Gulnara Karimova did business within telecom industry as a business woman through their private companies and not in anyone public position.

92. For this, data in an e-mail on 30 May 2007 from the Talgat Dairbekov also speaks to Serkan Elden regarding information about the Uzbek partner Gulnara Karimova's ownership in the following 13 companies:

”Uzdonrobita, Beeline, CDMA operator, Internet providers (works with privatization of Uzbektelecom) Fergana Oil Refinery, Zero Max and Uzgasoil - control Uzneftegas, Bank Credit Standard, Media group 'Terra Group' as includes Terra Radio and TV and Bella Terra Magazine, Glass Factory Quarts, Kuvai Cement Factory, Bekbadai Cement Factory and Coca Cola Factory ”

93. Also the fact that there were formal structures in Uzbekistan with one responsible minister for telecommunications issues who was also the head of government The telecommunications authority UzACI may be considered speaking against the prosecutor's claim that Gulnara Karimova was responsible for the telecom sector through public employment or assignment in a position of trust.

Valuation of questionnaires

94. Jouko Rosenberg, then chief engineer for Eurasia within Fintur, has confronted with information recorded from his police inquiry where it appears that

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he overheard "corridor discussions that the president's daughter would somehow be involved in the process in Uzbekistan she represented or managed the Uzbek state service matters. In some way she was tied to cases for the Uzbek state. "Jouko Rosenberg has commented on the data by Gulnara Karimova played a role in the country, in politics, but that she did not specifically have any links to the Telia business.

95. The District Court finds that information from police investigations as a starting point has one low evidential value with respect to all the sources of error that may exist. It will be very vague information that is also based on what Jouko Rosenberg overheard at a corridor discussion. The origin of the data has not been clarified. Considering these circumstances, which further weakens the evidential value of the data, no safe conclusions can be drawn. The interrogation notes on Gulnara Karimova acted in a role that makes her fall under the mutable personal circle stated by the prosecutor.

96. Against the prosecutor's allegations and for the alternative explanation to Gulnara Karimova acted as a businesswoman speaking Serkan Eld's tasks. According to Serkan Eld, Gulnara Karimova had no official role in the fire in Uzbekistan, but it was common knowledge that she was a serious business woman with contacts and influence within the majority business areas. More specifically, Serkan Eld has mentioned a joint venture (joint venture) that she had with Coca Cola, which he had previously known about after being involved in several business projects with Coca Cola in the region. Further evidence is shown by Serkan Eld's information that their consultant, Talgat Dairbekov's investigations, which he thinks he did on websites in Central Asia, suggested that Gulnara Karimova was associated with the group of investors in telecoms that Fintur then did business with.

97. The Turkish lawyer Tolga Ismen, who was involved in negotiating MCT the deal, has told us that in conversation with Serkan Elden and Talgat Dairbekov under

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In the spring of 2007, information he believed came from Talgat Dairbekov, that the president had assigned his daughters industries for which they had responsibility and that Gulnara Karimova had been awarded a telecom.

98. According to the district court, Tolga Ismen's tasks do not clarify what public role, if even someone that Gulnara Karimova held and acted within. Regarding the probative value of the data referred to by Serkan Elden and Tolga Ismen in question if Gulnara Karimova should be emphasized that they seem to originate from unknown searches as Talgat Dairbekov reportedly done on websites in Central Asia. In it The context should be mentioned that the prosecutor in a late stage of the process chose to recall the hearing with Talgat Dairbekov. The starting point is thus that the data comes from google searches that cannot be verified or get confirmed. The evidential value of the data individually may thus be considered non-existent.

99. Hande Apaydin was an employee of the finance department and responsible for internal control at Fintur during the period 2006 to May 2007 when she became the head of M&A and business development. It appears from her information that there were rumors that the president delegated telecoms in Uzbekistan to Gulnara Karimova, who had unofficial control and exercised informal influence over this sector. According to Apaydin's hand came the information from Nurlan Sargaskayev and Talgat Daribekov, Serkan's other network in Uzbekistan and Svante Cornell's report.

100. In the evaluation of her information, it should be noted, in particular, that she is before the interrogation in the US report in 2016, access to three binders with documents. Hande Apaydin has confirmed that without the material she had not remembered much from 2007; circumstances that affect the probative value of the information she is has left because it is not possible to determine where the information she told about originates from.

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101. In addition, the information Hande Apaydin refers to at least partially seems to be the same information as valued above in Frederick Starr's report and Serkan Eld and Tolga Ismens interrogation. Overall, it can be stated that none Another concrete source of origin is stated to the rumor that President Islam Karimov awarded Gulnara Karimova the telecom sector than Talgat Dairbekov's searches web pages in Central Asia. All in all, Apaydin's tasks are lacking probative value for the prosecutor's claim that Gulnara Karimova had such a public position or position in the telecommunications sector in Uzbekistan that she falls under the mutable circuit alleged by the prosecutor.

102. Coscom's former CEO, Abraham Smith, has also testified that he perceived Gulnara Karimova as a businesswoman with many business interests including in telecommunications industry. But he also said that Fatullah Abdullahev, who was shareholder and employee of Coscom and former telecoms in Uzbekistan, after A meeting with Aripov provided information that the Ministry's strict treatment of Coscom was due to Gulnara Karimova's desire to squeeze Coscom.

103. According to the District Court, Abraham Smith points out that Gulnara Karimova exercised influence on the telecommunications authority, but does not clarify in what role or on the way she did it. As noted above, it does not matter to Gulnara Karimova within the framework of informal structures exercised influence on the authorities so long it is not possible to prove that she acted in such a public position as the prosecutor stated.

104. The fact that Gulnara Karimova had ownership interest in all active telecom companies in Uzbekistan where essentially the same arrangement was used and similar agreements with her company Takilant and Swisdorn are not in themselves off Evidence for Gulnara Karimova's affiliation with the alleged personal circle of mutable people.

105. The fact that decisions on permits from the telecommunications authority sometimes have submitted after the application but, as it gives the impression, the trial is on the other hand Evidence of evidence and can be said to indirectly have a probative value for the prosecutor's claim. However, the relationship may also have other alternative explanations than Gulnara

Karimova owed these to public employment or to a position of trust matters within the responsibility of the telecommunications authority, eg to Gulnara Karimova as a private contractor conducted lobby-like activities that have passed to influence public officials to make a certain decision, which is not punishable as a bribe to pay for. However, Gulnara Karimova may have done guilty of other crimes depending on the methods used for influence. The may, for example, involve undue pressure in the form of the extortionist or other methods in relation to the public officer, which can update responsibility for extortion or other.

106. Journalist Elin Jönsson, specializing in Russia and the former Eastern countries has, based on a picture she has been conveyed to herself by people in Uzbek society, testified that Gulnara Karimova was a businesswoman with a very large group of people around her who protected her and handled the shops, to Gulnara Karimova handled media, nightclubs, telecoms, gas etc. while Lola Karimova was responsible for the import sector, which was generally considered to be Gulnara Karimova who had unofficial control over the telecom, that she, when she was driving one nightclub and cafes, using their guard force made sure that all other competitors had to close and that it could be described as a mafia operation, which did not participate some formal role to do, where people were threatened so they became afraid.

107. It can be stated that Elin Jönsson's testimony is based on information from other non-named persons. Notwithstanding, the probative value of such data is low. It can be stated that the data do not speak for the prosecutor's claim, ie. to Gulnara Karimova acted in a public position in the telecom sector, which makes her thus belong to the mutable personal circle. Instead, the information speaks for it

alternative thesis that Gulnara Karimova acted as a businesswoman and that it was unfair. Methods and pressures may have occurred.

108. So far, it can be stated that central evidence is lacking in the case that has been illuminated crucial factors for alleged crime around the shops on the receiving side in Uzbekistan. Instead, the investigation has come to be based on tasks such as one consultant, as has emerged, posted on Central Asian websites about Gulnara Karimova and who then got spread in e-mail and among interrogators as well as general rumors about the role of Gulnara Karimova in Uzbekistan and especially in capital Tajs kent.

Information in response to legal aid application in Uzbekistan criminal case

109. Against the Prosecutor's claims regarding Gulnara Karimova's affiliation to the personal circle with functions in the telecom sector and for the alternative thesis speaks further what emerged in Uzbek answers to the application for international legal assistance in criminal cases from the prosecutor. The district court reports the responses in summary the following.

110. Out of Uzbek answers on May 10, 2017 and June 19, 2017, it appears essentially following.

111. Investigation is ongoing regarding Gulnara Karimova suspected of fraud, illegal sale of radio frequencies and number blocks to telecom companies, crimes against customs legislation, etc. Bekhzod Akhmedov was responsible for telecom projects in one organized group that conducted criminal activities consisting of Sodikov and Madumarov, who was assisted and controlled by Gulnara Karimova, with so-called offshore companies like Madumarov formed in the name Swisdorn and Avakyan formed in the name Takilant, this money from the criminal activities went. Gulnara Karimova was able to give permission to the members of it by utilizing his status

organized the group to work in her name in contacts with executives on government agencies. Negotiations with UzACI and others were conducted by Bekhzod Akhmedov, who is internationally wanted for his involvement. Teleson Mobile LLC is another pseudo-company created by the organized criminal the group to illegally receive and sell frequencies and number blocks. Allocation of frequencies and number blocks to a fictitious legal person such as Teleson, who does not In practice, any business in the telecommunications field was implemented contrary to the law. Officials have assisted in this management. Everyone knew that Gulnara Karimova was the president's daughter. Bekhzod Akhmedov might have used it her name in contact with officials to exert pressure on them. Maybe it put pressure on the officials. To be able to investigate this, it must be known which officials Bekhzod Akhmedov contacted.

112. Without the participation of Bekhzod Akhmedov, it is not possible to identify guilty officials and make legal assessments of their actions. Because it

not been able to determine which concrete employees at UzACI and its structures who had contact with Bekhzod Akhmedov and who contributed to it organized groups were allocated frequencies illegally, some interrogations have not been held. Crime suspicions speak for violations in the service as abuse of authority or exceeding eligibility. They cannot be confirmed or confirmed through the investigation dismissed that government officials received some form of reward. The allocation to Teleson has happened without the right to the present where power was illegally taken from it government agency. It's an illegal handling. That is the reason why the action does not qualifies as a crime for Gulnara Karimova and other members of the organized criminal group because they had no such official Power. About Gulnara Karimova and her assistants would have had the opportunity unconditional control over the allocation of frequencies it is clear that it has not existed some need to form and walk the way through Teleson.

113. The reply from May 2017 states that the information in the previous reply has been provided by Uzbekistan in 2012/2013 where it is stated that everything has been done lawfully in this way that the allocation of frequencies and number blocks took place in a formally correct manner with all necessary documents submitted and fees paid. In response from June In 2017, this is changed so that the allocation did not take place in a formally correct manner.

114. According to the Prosecutor, caution must be exercised in assessing tasks who come from Uzbekistan because of the way to exercise power in the country and because uzbekerna now wants back assets seized up corresponding SEK 10 billion.

115. The District Court finds that the information does not speak for the prosecutor's claims that Gulnara Karimova had a public position that makes her fall under circuit of mutable persons according to Swedish legislation. On the contrary. Also with Consideration must be given to caution when evaluating data from Uzbekistan The district court finds that the information has probative value in one for the defendants direction in the reasonableness assessment of the alternative thesis, especially in case of these supported by other evidence. In view of the fact that Elin Jönsson's information is in any case on a general plan provides such support in describing a mafia operation there people were threatened so that they were scared to find the district court based on what Overall, it emerged that the alternative thesis means that Gulnara

Karimova acted as a businesswoman with sometimes unauthorized means may be judged on reasonable.

116. The District Court will then proceed to examine the evidence that according to the prosecutor is presently relevant to the outcome of the legal proceedings in which it was held Switzerland, USA and Netherlands.

Evidence of foreign judgments etc.

117. From an excerpt from a Swiss judgment on November 5, 2013, on the grounds of an appeal by Takilant for decisions on the submission of evidence on request of Sweden through international legal assistance in criminal cases, as far as it is now interest, the following. Particularly taking into account the various diplomatic missions that so far has been exercised by Gulnara Karimova on behalf of Uzbekistan and because of that is a country governed by her father, it is not indefensible to assume that Gulnara Karimova exercises an actual power through her own situation and that she can be equated with a member of an authority.

118. The District Court can state that the principle of legality impedes one such extensive interpretation and application of Swedish law on bribery as is apparent from the Swiss decision. In the absence of a corresponding applicable provision in Swedish law on bribery lacks the decisive significance for the District Court's review.

119. On July 20, 2016, a court in Amsterdam announced judgment against Takilant in the company's outlook regarding i.a. help to bribe a civil servant there was considered to be proven that Takilant together and in agreement with an official, Gulnara Karimova, received shares and a payment from company 2 (according to the prosecutor subsidiary of Telia). In exchange, Takilant and Gulnara Karimova have used their influence in Uzbek authorities for the allocation of telecom licenses.

The crime investigation shows that the official, Gulnara Karimova, is in fact the owner and the only real beneficiary of Takilant and that she is in the first place as the Uzbek President's daughter affects the Uzbek telecommunications market.

Furthermore, it appears that she has been employed by the Uzbek's Permanent Representation to UN in Geneva.

120. The District Court can state that the Dutch application is almost seems to refer to so-called trade in influence which constituted a crime in Swedish legislation first

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July 1, 2012. That Gulnara Karimova as the president's daughter, unclear how, exercised irregular influence on decision making in the telecom market was included thus, not by Swedish law on the law at the time period in question, why the assessment does not have any significance in the Swedish case. What concerns her employment at Uzbekistan's Permanent Representation to the UN Office in Geneva the district court deals with this issue below in section 6.1.5.4 Decided public positions or assignments in Uzbek foreign management.

121. On September 21, 2017, a press release from the US announced the Ministry of Justice that Telia and its Uzbek companies Coscom acknowledged that they paid over \$ 331 million in bribes to an Uzbek government official and that Telia, to avoid an American process of accusations of bribery, entered into one agreement to pay \$ 965 million in a combined penalty to the Justice Department, the US Financial Supervisory Authority (US Securities and Exchange Commission (SEC) and the Public Prosecutor's Office in Netherlands for violation of the Foreign Corrupt Practices Act (FCPA) and Dutch legislation.

122. According to the factual agreement of the agreement, the parties to the agreement agree that Gulnara Karimova meets the definition for a "Public Official" according to FCPA and that she had influence over decisions made by UzACI and decisions that may have taken by other authorities, for example, because Telia could at all establish themselves in Uzbekistan. The definition of "Public Official" according to FCPA includes executive or employee of a foreign government or department, authority or part thereof, or a general international organization, or any person acting in his or her official function for or on behalf of such government, department, authority or part thereof, or for or for the account of one such an international organization ”.

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123. The defense has argued that strong commercial reasons for Telia to enter into it current agreement. It is a so-called Deferred Prosecution Agreement between Telia and the US Department of Justice, Criminal Division, Fraud Section and US Attorneys office for the Southern District of New York on September 21, 2017. According to the agreement, Telia will pay USD 548 603 972 in fines. The financial According to the defense, the incentive amounts to at least SEK 1.4 billion. The defense has pointed out that Telia's involvement through identification of some persons and information about their involvement is considered to constitute a mitigating effect circumstance and entitled Telia to a deduction. To that comes according to the defense the market situation that companies usually choose to enter agreements of the present kind to avoid the very big risks a reverse action entails; that the market shares such a view is regularly reflected in that one settlement has a positive impact on the share price. Furthermore, the defense has emphasized Due to the content of American law it is irrelevant to Gulnara Karimova did not have employment or assignment for UzACI because it acted like described in the fact section is contrary to FCPA.

124. The District Court may, based on the content of the agreement, state that they strong commercial reasons for Telia to enter into the agreement and as the defense pointed out is of great importance in the sense of security and means that the agreement as such according to the district court is without the evidence effect in the case. In the context, want the district court emphasizes the FCPA's broad definition of the term "Public Official". The district court will return below in the next section 6.1.5.4. Certain public positions or assignments in Uzbek foreign management to take a stand regarding Gulnara Karimova's employment or assignment within the foreign administration.

6.1.5.3.3 *Summary*

125. The prosecutor has not reported concrete circumstances of importance to the assessment of whether Gulnara Karimova was a public employee. It has not

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clarified whether the relationship has been based on an agreement, which work Gulnara Karimova would perform or if the work performed was subject to specific directives or Control. The same applies to the prosecutor's claim that Gulnara Karimova acted a position of trust. No assignment description has been provided. Questions like on The manner in which she has had a managerial or controlling task remains unanswered. It is necessary, according to the provision, that Gulnara Karimova constituted one special subject in the sense that she must have been in a special position. Because it requires that she be entrusted with a certain task of managing or supervising. What for The kind of task she has had has not been clarified. The prosecutor has instead invoked everyone possible props in the provision, including legal matter, as naturally enough primarily it is intended to be performed by lawyers.

126. The report presented has not clarified the vague parts contained in the prosecutor's case concerning Gulnara Karimova's affiliation with the mutable person circuit. The claim that she has had public employment or assignments in a position of trust in telecom has not been proven. Instead, one has alternative explanation is considered reasonable, ie. to Gulnara Karimova in fact acted as a businesswoman within the framework of companies with which she has been linked.

127. Finally, the legal framework does not include de facto exercise of authority such a situation as prosecutors has described there unauthorized people engage in actual exercise of power. The prosecutor's claims in this part have thus already fallen on a legal basis.

128. Overall, it can be stated that the deficiencies that exist in the investigation robustness, the weak weighted evidence value combined with the great vagueness of question about the personal circle of the alleged crime and the resulting difficulties Henceforth, the defendants have to give evidence, leading to the conclusion that it is not is proven that Gulnara Karimova was a worker or had a position of trust way the prosecutor has claimed.

129. It has not been proven that Gulnara Karimova, in the manner of the prosecutor, alleged in accordance with 20 Cape. § 2 of the Penal Code belonged to a mutable circuit as an employee or contractor in

a position of trust in the telecom sector. Prosecutor's claim that Gulnara

Karimova unauthorized exercised foreign state authority is not criminal according to mutlagstiftningen.

6.1.5.4 Specific public employment or assignments within Uzbek Foreign management

- The investigation has not shown that any service relationship existed between any benefits from Telia and Gulnara Karimovas positions she held in the system according to the prosecutor Ministry of Foreign Affairs of the Republic of Uzbekistan.
- In the section, the district court reports the reasons for the position.

6.1.5.4.1 Introduction

130. Out of action with information about Gulnara Karimova's positions within the system of the Ministry of Foreign Affairs of the Republic of Uzbekistan, which Uzbekistan submitted to the Swiss investigation, and who entered it The Swedish inquiry at the end of September 2018 is clear, as far as relevant, following. Gulnara Karimova has been an advisor to minister, leader of the center for political investigations during the period from 18 April 2005 to 1 February 2008, and partly vice minister for international cooperation within the cultural and cultural sectors humanistic area during the period from 1 February 2008 to 3 September 2008 and partly permanent representative of the Republic of Uzbekistan at the UN office and other international organizations in Geneva on September 3, 2008 to the 1st September 2011.

131. The information in the Uzbek act is supported by what is stated Wikipedia, which is a free encyclopedia with open content developed by its users, which means anyone can make edits. Taking into account Of the obvious sources of error that may exist in such a material, the evidential value is a criminal trial of the information that is presented there low.

132. As regards the probative value of the information contained in the Uzbek document, It is pointed out that the prosecutor has stated that information from Uzbekistan must be included

a pinch of salt ”. Both prosecutors and defenders have pointed out differences over time in the answers submitted from Uzbekistan on various applications for international legal assistance in Criminal. The probative value of facts provided by Uzbekistan is therefore deemed to be an individual item low.

133. In addition, it has not been clarified about the Center for Political Studies is to describe as something that can be considered to be another such authority that belongs to state. No public power position has been established. Also missing general documentation that Gulnara Karimova has been duly appointed by appointment or equivalent.

134. Notwithstanding the deficiencies in the investigation that exist in the case of Gulnara Karimovas specified positions within the system of the Ministry of the Republic of Uzbekistan for Foreign affairs, the district court examines the so-called service relationship starting point in the reported functional descriptions.

6.1.5.4.2 *Legal regulation of the service relationship*

135. For criminal liability, a benefit must be related to the recipient's exercise of their work or assignment (for their service). Requisition means that it the benefit in question should, in principle, be geared to action that belongs to

the employee's service. An obvious limit to what can be considered to be Exercise of the service is that the measure intended for bribery must be within the principal's business area. ²⁰ It is not required that the benefit is related a certain measure within the framework of the employment. However, it must be left under such circumstances that there is reason to fear that it can affect how the recipient exercise their work or assignment. The benefit does not need to be covered the recipient's formal authority or the recipient's task is to take it measure. It is enough that the recipient in his employment or mission can actually exert influence on the action in a way that promotes the donor's interest, e.g. can and employee who is to prepare or prefer a case for decision thus guilty for muting.

136. It often happens that a benefit is given due to some other relationship between the donor and the recipient than the recipient's work or assignment. The transaction can then not be deemed to have been given / received for service. So may be the case

the benefit is compensation for an assignment that the recipient has undertaken alongside employment or assignment.

6.1.5.4.3 *Advisor to minister, leader of center for political investigations*

137. In the Uzbek action above, the following functional responsibilities are set out for Gulnara Karimova as advisor to minister, leader of the center for political surveys:

"- preparation of proposals and recommendations within priorities for Uzbekistan's foreign and medium-term foreign policy, and also within issues of regional cooperation and security with regard to ensuring Uzbekistan's national interests; - implementation of analytical monitoring of social policy processes in the international arena, associated with modernization of finance, development of leading technologies and penetration know-how in the information area, the energy field, the military technical area and other areas, - preparation and implementation of general methods approach within organization of information and analysis work at the Center, and

20 SOU 1974: 37 pp. 142.

In addition, recommendations and practical measures aimed at raising efficiency".

138. The powers of Gulnara Karimova included:

"- general coordination of activities at the Center; - signing of documents concerning the Centre's activities; - direct participation in skills-enhancing activities for employees at the Center; - ensuring collaboration with information and information analysis centers abroad".

139. The District Court can be stated that the investigation does not show anything other than Gulnara Karimova's functional area of responsibility is internationally focused on Uzbekistan foreign policy and regional cooperation and security, which include: refers to implementation of analytical monitoring of social policy processes on the international arena. Thus, the business area does not include national studies telecommunications issues. No service relationship has thus been shown between any benefits from Telia and Gulnara Karimova's work or assignment in the Center.

6.1.5.4.4 *Deputy Minister*

140. In the Uzbek document, the following functional responsibilities are set out Gulnara Karimova as Deputy Minister for International Cooperation within it cultural and humanistic area:

”- preparation of proposals in the realization of foreign policy within the cultural and humanities; solving organizational issues for events (exhibitions, festivals, concerts, conferences, business flags, etc.) within the cultural and humanities, both in the Republic and abroad ”.

141. The powers included:

"- general coordination of activities at the subdivision she was responsible for; presentation of proposals and recommendations to the management of the Ministry for foreign affairs in matters concerning the improvement of Uzbekistan's cooperation in the cultural and humanistic field ”.

142. As stated above, the service relationship presupposes that there has been a formal one possibility of influence or influence in any respect that could have affected it

alleged donor, Telia. So could have been the case if Gulnara Karimova had sat as minister in a government characterized by collegial decision-making, i.e. where the possibility of influence may also exist regarding issues outside of their own the subject area. However, the prosecutor has not provided any evidence of this. Instead the defense has argued that the Uzbek government does not, like the Swedish, take decisions collegially and that Uzbekistan does not apply regular ministerial rule or ministerial administration, meaning that each minister makes all decisions within his / her own subject area.

143. In the absence of investigation, it has not been shown that Gulnara Karimova as vice Minister for International Cooperation in the Cultural and Humanities area had some formal right to participate in decisions on issues originating from other ministries or ministries and who have been able to touch on telecom issues. The conclusion is thus that any service relationship between any benefits from Telia and Gulnara Karimova in the position of Deputy Minister for International Cooperation within the Cultural and humanities has not been proven.

6.1.5.4.5 *Permanent representative of the UN*

144. In the Uzbek act, the following is stated in terms of the functional the responsibility of Gulnara Karimova as a permanent representative of the Republic Uzbekistan at the UN office and other international organizations in Geneva:

"- questions about developing cooperation with international organizations and missions from other states accredited in Geneva; - establishing contacts and support of constant contact with official persons at international organization and missions from other states in the world, accredited in Geneva, public circles, representatives of the diplomatic corps and the expert community in Geneva ”.

145. The powers of the position included:

"- general coordination of the activities of the Permanent Representation;
signature of documents relating to the activities of the Permanent Representation;
preparation and dissemination of press release from The Permanent Representation

to international organizations and the diplomatic corps in Geneva;
conducting consultations with representatives of various international
organizations and diplomatic missions accredited in Geneva ”.

146. Considering the business area of Gulnara Karimova as permanent
representatives of the Republic of Uzbekistan at UN offices and other international
organizations in Geneva reported in the Uzbek act can be seen
that any service relationship between any benefits left by Telia and hers
work or assignments where not shown.

6.1.5.4.6 *Summary*

147. The prosecutor has made three different positions within the Uzbek
the foreign administration with related functional descriptions from outside a Uzbek
action. Notwithstanding that data from Uzbekistan should be valued with caution
the district court based on the Uzbek information examined the positions and
the functions against the so-called service relationship, which is one of several requirements for crime
according to the mutagenesis at all can be considered to exist. The district court has
found that the reported positions have no connection with national ones
telecom issues and that any service relationship between any benefits from Telia
and the positions and functions have not been shown.

6.1.5.4.7 *Conclusion*

148. No service relationship has been shown between any benefits from Telia and
the reported positions and functions of Uzbek foreign management.

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**6.1.6 Bribery in second and third hand by official / officials or
Bekhzod Akhmedov with "other" as recipient**

- In order for it to be argued that a possible benefit has accrued or was intended to go to the official whose service activities the benefit relates, even if physically handed over to another, some form of connection must be between the receiver of the benefit and the official, so that the benefit can be said in one or otherwise benefit the official.
- The prosecutor's case in so far as it has not been made concrete in terms of which officials referred to have been found not to be demonstrable or possible to try.
- There is no investigation that shows a connection between the two Director General of the Telecommunications Authority, Abdulla Aripov and Takilant / Gulnara Karimova and CEO of Uzdurobita, Bekhzod Akhmedov and Takilant / Gulnara Karimova.
- In the section, the district court's considerations are accounted for standpoint.

6.1.6.1 Introduction

149. In the alternative, the prosecutor has decided the mutable person to be an official or officials of the telecommunications authority or by authority, without concretizing any official or, in addition to the telecommunications authority, which authority referred. It is self-evident that allegations must consist of demonstrable conditions. Nevertheless, the prosecutor has not come up with any clear clarification regarding courage who he wants the district court to test the manslaughter. The reason for this may be that found in the reply to the application for international legal assistance in criminal cases from Uzbekistan where it appears that it was not possible to determine which concrete employees at UzACI and its structures that participated and had contact with Bekhzod Akhmedov. With consideration of what has emerged from the substantive and written evidence, however, the prosecutors may be understood as meaning that the Director General of the telecommunications authority Abdulla Aripov is such an official. In the absence of concretisation in general, it is It is not possible for the district court to test the allegations made elsewhere in other respects way than in relation to Abdulla Aripov at the telecommunications authority, which in this part may be considered as the external framework of the process. In the context it should be mentioned that in the case of

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State is the holder of the general position due to appointment or election not to consider officials.

150. In the third hand claim, the mutable circuit is well identified in the form of Bekhzod Akhmedov, in the performance of his duties as CEO of the company Uzdurobita.

6.1.6.2 Legal regulation - Other concept

151. The term "for others" refers to the case that the benefit, ie. bribe or it improper rewards go to someone other than the bribe. For criminal justice liability, it is not sufficient that the benefit accrues to any other physical or legal person any person. In order for it to be claimed that the benefit has accrued or been intended to accrue to the official whose service is the benefit, even if it is physically handed over to another, some form of connection must be between the recipient of the benefit and the official, so that the benefit can be said in one or more otherwise benefit the official (favoring link). For example, it can move that the reward goes to a company to which the employee has a connection by being a co-owner of the company or on other grounds having influence. It will Thus, in the case of an objective consideration, it can be stated that the official at one clearly related to the recipient of the benefit that it has in some sense also the official will benefit in some form. ²¹

6.1.6.3 Promoting connection in this case

152. The law design of the so-called other concept means that it is not possible to assess whether criminal liability exists for bribery in claims to remuneration has been provided to anonymous officials for anyone other than themselves.

²¹ In this context, the District Court notes that the prosecutor in his first-hand claim has stated that The bribe was handed over to Gulnara Karimova, but that the claim has been made concrete in strict terms meaning should be left to another, ie. Takilant, for the work of Gulnara Karimova, referred. However, the question does not matter for the above test.

The trial involves, as stated above, to decide on
the official has such a connection with the recipient that the benefit is favorable

for the official. The prosecutor's action in the part he did not concretize about which officers he refers to are therefore not demonstrable or possible to test.

153. What then applies to the Director-General of the telecommunications authority Abdulla Aripov, with others as recipients, it can be stated that no one has been presented investigation showing some favorable connection between him and Takilant, who received the payments in question in the indictment or, for that matter, Gulnara Karimova.

154. Neither with regard to Bekhzod Akhmedov, in the performance of duties as The managing director of the company Uzdunrobita, with others as the recipient, has it some investigation has been presented showing some favorable link between him and Takilant or Gulnara Karimova.

155. In the absence of this connection, the general requirement is not met it should be shown that any benefits in the transactions should have benefited Abdulla Aripov or Bekhzod Akhmedov. In the context, it should be emphasized that favor does not includes that Abdulla Aripov or Bekhzod Akhmedov known general satisfaction - or avoided feeling uncomfortable - as a result of possible benefits, without being self Specifically, they have received no exchange of such benefits, either directly or indirectly. IN Swedish law, on the other hand, may involve an action based on such circumstances that an official is guilty of misconduct.

6.1.6.4 Summary

156. The prosecutor's action in the part he did not concretize about which an official or which officials he or she is not demonstrable or possible to test.

157. There is no investigation in the case that shows a favorable link between Director General of the Telecommunications Authority, Abdulla Aripov or Executive the director of Uzdunrobita, Bekhzod Akhmedov and Takilant or Gulnara Karimova.

6.1.6.5 Conclusion

158. It has not been proven that bribes or other improper rewards have been provided under

Proceedings 1–5 for the performance of the duties of an official or officials telecommunications authority or by authority, or to Bekhzod Akhmedov, i the service as managing director of the company Uzdunrobita, but for that come second, in this case Gulnara Karimova, in part.

6.1.7 Overall criminal assessment

- The objective props for bribery are not met. There is thus, there is no reason for the district court to review the defendants stories and the evidence they relate to.
- The defendants are acquitted from the prosecution for gross bribery.

159. In the examination of a criminal law speech, deficiencies in the inquiry robustness and a vague concretion in the act description of the battle as a result, the prosecutor has particular difficulties in showing his / her deed claims. Because of what is thus investigated - and especially against In view of what has just been said about the importance for the prosecution as the lack concretion in the description of the act has - in summary, the district court finds that the evidence invoked by the prosecutor in support of the prosecution is not sufficient that the requirement of proof must be fulfilled. This means that the district court considers that central objective props for the bribery crime as a person, service relationship and with "Other" as recipients are not met.

160. In this assessment, there is no reason for the district court to proceed in its case review of other criminal cases and consider whether the transactions contained one benefit and if it was unfair. There is also no need to review the accused's stories and the evidence they relied on. So the defendants should acquitted from the prosecution for gross bribery.

6.1.8 The prosecution of the indictment

161. The prosecutor has placed the prosecution at prosecution 1 on Lars Nyberg on it reason why Lars Nyberg is guilty of an offense does not exist.

162. Lars Nyberg has requested acquittal judgment.

163. Clearing judgment must therefore be announced.

6.2 Confiscation in case B 12203-17

164. Taking into account the outcome of the responsibility section in case B 12201-17, and then the offense in ways the prosecutor alleged as a basis for confiscation is not otherwise shown, the claim for confiscation shall be granted without approval.

6.3

6.3.1 Introduction

165. Clearing judgment has been given against the three defendants. All the defendants have hired private defenders and claimed compensation for defense costs, as well as for

setting costs and for own work in one case. Action for confiscation against Telia has been dismissed and Telia has claimed compensation for its agent costs.

166. According to Chapter 31, Section 2 of the Code of Judicial Procedure, the court may decide that the accused shall receive reimbursement of public funds for their costs for defenders and for evidence during the preliminary investigation and trial, provided the costs have been reasonably motivated for the accused to be able to take advantage of his right. Of the second paragraph of the same provision and section 7 of the regulation (1982: 805) on compensation by public funds to witnesses, etc., it follows that the defendant can also receive compensation for their attitude towards the court in the form of travel allowances and allowances.

167. The provision in Chapter 31, Section 2 of the Code of Judicial Procedure can also be applied in respect of litigation costs for a party against whom a confiscation case has been filed (cf. NJA 2016 p. 714).

168. The Armed Forces have done extensive work on the case and the costs of the proceedings amounts to significant amounts. The prosecutor has delivered an opinion on the claims for compensation and argued that the compensation in some parts should be reduced. The defendants in turn have delivered a statement and maintained the cost claim submitted.

169. The goal has been extensive and the preliminary investigation has been going on since the autumn 2012. Prosecutions were brought in September 2017. In the district court, in addition to the main hearing a preparatory meeting was held with the parties to plan the trial.

The main hearing has been going on for 42 days of negotiation. Effective Negotiation time (excluding breaks) for the main hearing amounts to approximately 164 hours.

170. Before the respective cost claim is examined, the district court wishes to emphasize the following. The defenders questioned the robustness of the investigation and sought clarification the prosecutor in the parts that the description of the act was vague and unclear. The Prosecutor has,

As it appeared, complementary preliminary investigations were conducted in parallel and received with a large number of additions during the main negotiations.

The preliminary investigation material has major shortcomings in the content lists in several preliminary investigation protocol is missing and the same pages appear in several different written reports. There are also documents in several different versions. IN

Some cases have noted that agreements in parts consisted of a mixture of drafts and final material. All in all, this has led to the preliminary investigation being difficult to understand and difficult to grasp. All of this, of course, has significance for the assessment of whether it

The number of hours the defense has had to put down has been justified or not.

171. As mentioned above, there has been a relatively large criminal case as intended major international business, conditions in Uzbekistan and other countries as well international decisions linked to a difficultly applied older Swedish corruption law with what applies in the case of criminal liability in one major international company. Both prosecutors and defenders have also been a lot driving in the preparation of documentation and the parties have relied on a comprehensive written report evidence. In view of the nature of the objectives, the district court judges that they are accused and Telia may be considered to have had the right to hire specially qualified defenders / agents. The starting point is therefore that the actual cost to the defender / agent must be replaced, provided that it is reasonable under general employment law principles (NJA 2015 p. 62).

172. The work descriptions from the defenders have shown that some work intended measures that have been attributable to investigations in other countries, mainly the US but also e.g. a Russian request for legal assistance and interrogation in Switzerland; Telia's internal

investigations; insurance; and participation in various media contexts. It's off the job descriptions are not possible to read more closely the time spent on these measures or to what extent the measures have been necessary to safeguard them was addressed right in the Swedish legal process and thus must be replaced within the framework of the Swedish trial. Olli Tuohimaa's cost claims show that SEK 47,213

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has been replaced by the Swiss authorities and deducted from the claimed amount. The defenders has further stated that some contacts with American lawyers have been necessary for the procurement of clients' rights. It is not questioned the district court, but most of the ambiguities described above remain. These ambiguities may fall back on the person requesting the compensation. A reasonable estimate Against the above background and the submitted work reports, measures such as not been necessary to use the rights of the defendants within the Swedish legal process required at least five percent of the total working time. The compensation for defense costs for each defendant should therefore be reduced corresponding to five percent of the fees paid to the defenders, after deductions for expenses and any other reductions.

173. The cost claims have shown that the costs of the defendants are mainly has already been replaced by insurance companies. However, the defendants have stated that The insurance terms impose on them the obligation to claim compensation litigation costs in the case of acquittal, if this does not happen repayment obligation, and that if they are granted compensation, they have an obligation to return the amount to the insurance company. Under these conditions must the costs are considered as legal costs for the defendants who can be compensated according to Chapter 31 § 2 of the Code of Judicial Procedure.

174. With this, the district court passes the cost claims for respectively appealed and for Telia.

6.3.2 Tero Kivisaari

175. Tero Kivisaari has been promoted by the two private defenders Leif's lawyers Gustafson and Staffan Bergqvist. Total time spent is 3 093 hours.

The District Court finds that work done, with the exception mentioned above, may be considered reasonable justified.

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176. As regards the claimed hourly cost of SEK 3500–4000 for the lawyers

The district court finds that this, in a criminal case of the present kind, appears to be reasonable according to general business law principles.

177. The District Court also finds that the claimed costs for legal opinions appear to be reasonably motivated by Tero Kivisaari being able to take advantage of his rights.

The prosecutor has objected to the cost. The district court notes here that they

Clouds that have been in the prosecution have left the defendants in a position where they have had to take heed several different hypothetical events. He is thus entitled to compensation for costs.

178. Expected compensation for suspension, correctly summarized ²², is considered reasonable and should be replaced.

179. Tero Kivisaari should therefore be replaced according to his claim, correctly summarized, after deduction of five percent of the fee to the defenders.

6.3.3 Olli Tuohimaa

180. During the main hearing, Olli Tuohimaa was represented by two private parties defenders and an assistant namely the lawyers Hans Strandberg and Olof Kullinger and lawyer Erik Sundqvist. In addition, a number of other people from defense law firm engaged to a certain extent. Total time spent is calculated to 3,598 hours.

181. In total, the District Court finds that work that has been discontinued can be regarded as essentially reasonably justified, however, with the above and the following exceptions. According to the district court, it may not be considered necessary to have more than two defenders present

²² The enclosed summary of the cost claim amounts to SEK 130,437 with the stated exchange rate.

the trial. It may also be considered to be the lawyers who essentially have been responsible for the work in the main negotiating room. The district court therefore finds that the compensation in this part should be set down corresponding to 100 hours at 1800 SEK, ie jur. Erik Sundqvist's presence during the main hearing itself is not replaced.

182. The requested hourly rate of SEK 1800–4200 finds the district court as reasonable according to general business law principles.

183. Olli Tuohimaa has requested compensation of SEK 159,648 for trips and hotels below the investigation and the main negotiation period according to an attached document. According to chapter 31, 2 § 2 p. The court of law can compensate the accused for his attitude before law. The cost of travel etc. to meetings with their defenders below
The preliminary investigation is therefore not compensated by public funds. Requested compensation for trips and overnight stays in connection with the main hearing are deemed reasonable. What
For compensation for food costs, these are limited to SEK 60 per day according to 4 § Regulation (1982: 805) on compensation of public funds for witnesses, etc.
Compensation for food is thus only awarded with SEK 60 per day below
42 days of the main negotiations.

184. Olli Tuohimaa has also requested compensation of SEK 358,435 for his own work for participation in the defense work to produce evidence. As far as emerged, Olli has not
Tuohimaa had no cost to produce the evidence. According to the district court
own work does not constitute a cost according to chapter 31, § 2 of the Code of Judicial Procedure. It can in
The context noted that section 7 of the Regulation (1982: 805) on compensation of
public funds for witnesses, etc. follow that accused in criminal cases that are entitled to
compensation under Chapter 31, 2 The Code of Judicial Procedure lacks the right to compensation for lost
income. Olli Tuohimaa's request should therefore be rejected in this section.

185. In conclusion, Olli Tuohimaa should be replaced according to his claim after deduction
for jur. Erik Sundqvist's presence during the main hearing, five percent of it

reimbursable remuneration to the defenders and non-reimbursable travel expenses,
subsistence and own work.

6.3.4 Lars Nyberg

186. Lars Nyberg has mainly been represented by the two private defenders Stephane Pleijel and Cristina Bergner. The work has been ongoing since April 10, 2014. Total The time spent on defense amounts to 2,553 hours. The district court finds that it is closed Work in essence may be considered reasonably justified, with the exception of what is stated above.

187. As regards the hourly rate claimed, the district court finds, for reasons such as It is stated above that this appears to be reasonable according to general employment law principles. Requested settlement costs are also considered reasonable and should be replaced. Lars Nyberg will therefore be replaced according to its claim after deduction of five percent of the fee to the defenders.

6.3.5 Telia

188. Telia has been represented by three representatives: the lawyers Andreas Steen and Johan Skog and lawyer. Lisa Ejelöv. Compensation is requested for 358 hours with a total of SEK 954,190. The District Court finds that work done may be considered reasonably justified and the hourly cost find the district court reasonable according to general employment law principles.

HOW TO APPLY, see Appendix (TR-01)

Appeals are submitted to the Svea Court of Appeal and submitted to the District Court no later than 8 March 2019th

Tomas Zander

Anna Liljenberg Gullsjö

Appendix 1

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How to appeal

Judgment in criminal cases, district court

TR-01

Do you want the judgment to be changed in any part can You appeal. Here you will find out how it works.

Submit written proof not already is in the case.

Appeal in writing within 3 weeks

Do you want new interrogations with someone already interrogated or a new vision (for example, visits in one place), tell it and explain

Your appeal should have come in to court within 3 weeks from the date of the judgment.

The final date for appeal is at last page in the judgment.

Appeal after the other party has appealed

If one party has appealed at the right time, it has the other party also has the right to appeal even time has passed. It is called the connection appeal against.

One party can apply for a copy of the agreement within one extra week from the time of the appeal went out. A connection appeal must thus coming in within 4 weeks from the domain date.

An accession appeal expires if the first appeal is withdrawn or for some other reason it does not proceed.

How to use

1. Write the district court's name and target number.
2. Explain why you think the judgment should change. Talk about the change you want and why you think the Court of Appeal should take up your appeal (read more about trial permit further down).
3. Tell what evidence you want to refer to. Explain what you want to show with each proof.

why.

Also tell if you want the plaintiff must come in person at a main negotiation.

4. Leave name and social security number or number.

Provide current and complete information if the court can reach you: postal addresses, email addresses and phone numbers.

If you have a representative, leave as well the representative's contact information.

5. Sign the appeal yourself or let your agents do so.
6. Submit or submit the appeal court. You will find the address in the judgment.

What happens next?

The district court checks that the appeal come in at the right time. Has it come in for that late the court rejects the appeal. The means that the judgment applies.

If the appeal has come in time, sends the district court the appeal and all documents in the case further to the Court of Appeal.

Have you previously received letters by simplified service, the Court of Appeal can also send letters on this way.

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www.domstol.se

Appeals in the Court of Appeal

When the appeal comes in to the Court of Appeal the court first determines whether the case is to be taken up to trial.

If you *do not* get a trial permit, it applies appealed the judgment. Therefore, it is important that in The appeal includes everything you want to bring.

When is there a trial permit?

Criminal majority

In the criminal case, a trial permit is needed in two different cases:

- The accused has been sentenced only to fines.
- The accused has been acquitted from a crime that have no more than 6 months in prison penalty scale.

damages part

A court of appeal is required for the Court of Appeal shall test a claim for damages.

Exceptions may apply when a judgment is appealed

When do you get a trial permit ?

The Court of Appeal gives leave to appeal in four different ways CASE.

- The court considers that there is reason to doubt that the district court judged right.
- The Court considers that it cannot be assessed if the district court has judged correctly without addressing goal.
- The court needs to raise the target to give other courts guidance in right application.
- The court judges that there are special reason to raise the target of someone else reason.

Do you want to know more?

Please contact the district court if you have any questions. Address and telephone number are on the first page in the judgment.

More information is available www.domstol.se.

criminal case, and a request is linked of damages to the crime. Then not required leave to appeal for the damages claim

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- no trial permit is required in Criminal portion or if
- the court of appeal informs the court of appeal Criminal portion.

Decisions on other issues

In the cases where it is necessary to have a trial permit criminal case (see above), it is also required justification for such decisions may be appealed in connection with the judgment appealed. Decisions that can be appealed in particular does not require trial permits.

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