

Dated 25 September 2019

**TELE2 AB (PUBL)**

as Issuer  
and

**TELE2 SVERIGE (AB)**

as Guarantor

**AMENDED AND RESTATED DEED OF COVENANT**

relating to  
Tele2 AB (publ)  
€5,000,000,000  
Guaranteed Euro Medium Term Note Programme  
Guaranteed by  
Tele2 Sverige AB

**Linklaters**

Ref: EXM/AA

Linklaters LLP

**This Amended and Restated Deed of Covenant** is made on 25 September 2019 by Tele2 AB (publ) (the “**Issuer**”) and by Tele2 Sverige AB (the “**Guarantor**”) in favour of the Relevant Account Holders (as defined below) from time to time.

**Whereas:**

- (A) The Issuer and the Guarantor entered into a deed of covenant dated 13 April 2012, as amended and supplemented from time to time, most recently amended and restated by an Amended and Restated Deed of Covenant dated 22 October 2018, (the “**Original Deed of Covenant**”) and the Issuer proposed to issue from time to time euro medium term notes guaranteed by the Guarantor (the “**Notes**”, which expression shall, if the context so admits, include the Global Notes (in temporary or permanent form) to be initially delivered in respect of Notes and any related coupons, receipts and talons) (the “**Programme**”).
- (B) It has been decided to amend and restate the Original Deed of Covenant. Therefore, with effect from the date hereof, the Original Deed of Covenant shall for all purposes be amended and restated as set out in this Amended and Restated Deed of Covenant (the “**Deed**”) and, accordingly, this Deed will apply to Notes issued under the Programme on or after the date of this Deed, except those which are expressed to be consolidated and form a single series with Notes issued under the Programme before the date of this Deed.
- (C) The Issuer and the Guarantor wish to make arrangements for the protection of the interests of Relevant Account Holders in the circumstances set out below.

**This Deed witnesses** as follows:

**1 Interpretation**

**1.1 Defined Terms:** In this Deed, unless the context otherwise requires:

“**Account Holder**” means a holder of a Securities Account, except for an Account Issuer to the extent that any securities, or rights in respect of securities, credited to such Account Issuer’s Securities Account are held by such Account Issuer for the account or benefit of a holder of a Securities Account with that Account Issuer

“**Account Issuer**” means a Clearing System or a Custodian

“**Acquisition Time**” means, in relation to any Original Account Holder’s Entry, its Effective Time (as defined in the definition of Original Account Holder below) and, in relation to any Subsequent Account Holder’s Entry, its Transfer Time

“**Amended and Restated Agency Agreement**” means the amended and restated agency agreement relating to the Programme dated 25 September 2019 between the Issuer, the Guarantor, BNP Paribas Securities Services, Luxembourg Branch as initial fiscal agent and others

“**Amended and Restated Deed of Guarantee**” means the Amended and Restated Deed of Guarantee executed by the Guarantor on 25 September 2019

“**Bearer Note**” means a Note in bearer form

“**Clearing System**” means Clearstream, Luxembourg, Euroclear or any other person who is specified as, or who falls within, the definition of “**Alternative Clearing System**”, in the Amended and Restated Agency Agreement relating to any Global Note or Global Certificate

“**Clearstream, Luxembourg**” means Clearstream Banking S.A.

**“Conditions”** means in respect of the Notes of each Series the terms and conditions applicable thereto which shall be substantially in the form set out in the Amended and Restated Agency Agreement as modified, with respect to any Notes represented by a Global Certificate or a Global Note, by the provisions of such Global Certificate or Global Note, including any additional provisions forming part of such terms and conditions relating to the Notes of that Series that are endorsed on or attached to such Global Note or Global Certificate

An Entry **“corresponds”** with another Entry if (i) both Entries relate to the same Global Note or Global Certificate, (ii) one of those Entries has been debited from the Securities Account of an Account Holder in connection with, and substantially at the same time as, the credit of the other Entry to the Securities Account of another Account Holder and (iii) the purpose of debiting the first Entry and crediting the second Entry was to transfer all rights relating to the debited Entry from the Account Holder to whose Securities Account it was debited to the other Account Holder to whose Securities Account the other Entry has been credited; and one Entry **“corresponds”** with another Entry if they both correspond with a third Entry

**“Custodian”** means a person who acknowledges to a Clearing System (or to a Custodian and therefore indirectly to a Clearing System) that it holds securities, or rights in respect of securities, for the account or benefit of that Clearing System (or Custodian)

**“Direct Rights”** means the rights referred to and defined in Clause 2.1

**“Entry”** means an entry relating to an Original Note (and, if applicable, its related Global Note or Global Certificate) in a Securities Account of an Account Holder

**“Euroclear”** means Euroclear Bank SA/NV

**“Fiscal Agent”** means BNP Paribas Securities Services, Luxembourg Branch as fiscal agent or, in relation to any Series, such other replacement or successor fiscal agent as may be appointed pursuant to the Amended and Restated Agency Agreement

**“Global Certificate”** means, subject to Clause 6, a registered certificate issued pursuant to the Amended and Restated Agency Agreement representing Registered Notes of one or more Tranches of the same Series that are registered in the name of a nominee or a common nominee for one or more Clearing Systems or Custodians

**“Global Note”** means, subject to Clause 6, a Global Note (whether in temporary or permanent form) issued pursuant to the Amended and Restated Agency Agreement

**“Guarantee”** means the guarantee of the Notes given by the Guarantor contained in the Amended and Restated Deed of Guarantee

**“Original Account Holder”** means an Account Holder who has one or more Entries credited to his Securities Account at the time (the **“Effective Time”**) at which a Rights Notice is given in relation to such Entries

**“Original Note”** means, in relation to any Global Note, a Bearer Note in definitive form for which such Global Note (or any permanent Global Note for which such Global Note may be exchanged) may be exchanged (or, in relation to a part of a Global Note in respect of which Direct Rights have arisen, would have been exchangeable before the acquisition of such Direct Rights) in accordance with its terms and, in relation to a Global Certificate, a Registered Note that is represented by such Global Certificate (or, in relation to any Registered Note that has become void as the result of the acquisition by an Original Account Holder of Direct Rights in respect of such Registered Note, such Registered Note before it became void)

**“outstanding”** has the meaning given to it in the Amended and Restated Agency Agreement

**“Registered Note”** means a Note in registered form

**“Relevant Account Holder”** means an Original Account Holder or a Subsequent Account Holder, as the case may be

**“Rights Notice”** means a notice given to the Fiscal Agent by the holder of a Global Note or of the Notes represented by a Global Certificate and in respect of which Notes there has been a failure to pay principal when due in accordance with the Conditions that elects for Direct Rights to arise in relation to the whole or a stated part of such Global Note or one or more Notes represented by such Global Certificate and that identifies the Account Holder and Entries to which such notice relates

**“Securities Account”** means any arrangement between an Account Issuer and any other person (which may include any other Account Issuer, the **“holder of the Securities Account”**) pursuant to which such Account Issuer may acknowledge to the holder of the Securities Account that it holds securities, or rights in respect of securities, for the account or benefit of such holder and, in relation to a specific Entry, means the Securities Account to which such Entry is credited

**“Series”** means a series of Notes comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms and are expressed to have the same series number

**“Subsequent Account Holder”** means an Account Holder who has had an Entry credited to his Securities Account in connection with the debit of a corresponding Entry in respect of which Direct Rights have arisen from the Securities Account of another Account Holder (a **“Previous Account Holder”**)

**“Termination Date”** means the first date on which no further Global Certificates or Global Notes may be issued under the Amended and Restated Agency Agreement and complete performance of the obligations contained in this Deed and in all outstanding Notes initially represented by Global Notes and Global Certificates occurs

**“Tranche”** means, in relation to a Series, those Notes of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest is identical and

**“Transfer Time”** means, in relation to any Subsequent Account Holder’s Entry, the time at which such Entry is credited to his Securities Account.

**1.2 Headings:** Headings shall be ignored in construing this Deed.

**1.3 Contracts:** References in this Deed to this Deed or any other document are to this Deed or these documents as amended, supplemented or replaced from time to time in relation to the Programme and includes any document that amends, supplements or replaces them.

## **2 Direct Rights**

**2.1 Acquisition of Direct Rights:** Each Relevant Account Holder shall at the Acquisition Time for each of such Relevant Account Holder’s Entries acquire against the Issuer and the Guarantor all rights (**“Direct Rights”**) that it would have had if, immediately before each such Acquisition Time, it had been the holder of the Original Notes to which each of such Entries relates including, without limitation, the right to receive all payments due at any time in respect of such Original Notes and the Guarantee other than those corresponding to any already made (i)

under the relevant Global Note or the Notes represented by the relevant Global Certificate (or the Guarantee) before the Effective Time relating to such Original Notes or (ii) at or after such Effective Time and in relation to Subsequent Account Holders, to Previous Account Holders who have had corresponding Entries credited to their Securities Accounts and that have been made in respect of such corresponding Entries.

**2.2 No Further Act Required:** No further action shall be required on the part of any person in order for such Direct Rights to be acquired and for each Relevant Account Holder severally to have the benefit of, and to be able to enforce, such Direct Rights.

**2.3 Termination of Direct Rights:** The Direct Rights of each Previous Account Holder in relation to any Entry shall terminate when the Subsequent Account Holder to whose Securities Account a corresponding Entry has been credited acquires Direct Rights in relation to such Entry in accordance with Clause 2.1.

### **3 Evidence**

**3.1 Records Conclusive:** The records of each Account Issuer shall, in the absence of manifest error, be conclusive evidence as to the matters set out in paragraphs 3.1.1 to 3.1.3, inclusive, below. For the purposes of this Clause one or more certificates issued by an Account Issuer stating:

**3.1.1** whether or not one or more Rights Notices have been given and, if any such notice has been given:

- (i) the Effective Time in relation to such Rights Notice
- (ii) the Original Notes to which it related

**3.1.2** in relation to each Relevant Account Holder:

- (i) the name of the Relevant Account Holder
- (ii) the Entries in respect of which Direct Rights have arisen (and have not terminated in accordance with Clause 2.3) that are credited to the Securities Account of such Relevant Account Holder

**3.1.3** in relation to each Entry in respect of which Direct Rights have arisen:

- (i) the Original Note to which such Entry relates
- (ii) its Acquisition Time
- (iii) whether any payment made under the relevant Global Note or the Notes represented by the relevant Global Certificate (or the Guarantee) before the Effective Date relating to such Entry was made in respect of the Original Note relating to such Entry
- (iv) the amount of any payments made to Previous Account Holders who have had a corresponding Entry credited to their securities account and that have been made in respect of any such corresponding Entry

shall be conclusive evidence of the records of such Account Issuer at the date of such certificate.

**3.2 Blocked Securities Accounts:** A certificate from an Account Issuer stating the information set out in sub-Clause 3.1.2 that certifies that one or more of the Entries referred to in that certificate may not be debited or transferred from the Securities Account of the Relevant

Account Holder until a certain time and date or before the occurrence of any identified condition precedent shall be conclusive evidence that such Entries remain credited to such Securities Account until such time and date or the satisfaction of such condition precedent.

- 3.3 Original Notes and Entries Treated as Fungible:** Where two or more Entries in the books of any Account Issuer relate to Original Notes that have identical terms and have Direct Rights that are identical in all respects, any certificate given pursuant to this Clause need not identify specific Original Notes or Entries, but may certify that an Entry (or the Direct Rights in respect of it) relates to an Original Note or another Entry that forms one of a class of identical Original Notes and/or Entries having identical Direct Rights.

#### **4 Title to Entries**

- 4.1 Each Relevant Account Holder Able to Enforce:** Any Relevant Account Holder may protect and enforce its rights arising out of this Deed in respect of any Entry to which it is entitled in its own name without using the name of or obtaining any authority from any predecessor in title.

- 4.2 Payment to Relevant Account Holder Good Discharge:** Each Relevant Account Holder is entitled to receive payment of the amount due in respect of each of its Entries and of all other sums referable to its Direct Rights to the exclusion of any other person and payment in full by the Issuer or the Guarantor to such Relevant Account Holder shall discharge the Issuer and the Guarantor from all obligations in respect of each such Entry and such Direct Rights. As a condition precedent to making any payment to a Relevant Account Holder in whole or partial discharge of any Direct Rights, the Issuer or the Guarantor shall be entitled to require that reasonable arrangements are made (at the Issuer's and the Guarantor's expense, as the case may be) for confirmation of the receipt of such payment by the Relevant Account Holder to be given to, and for receipt of such confirmation to be acknowledged by, the Account Issuer in whose books the Entry in respect of which such payment is to be made is credited.

#### **5 Counterparts of this Deed**

This Deed may be executed in one or more counterparts all of which when taken together shall constitute the same instrument. Executed originals of this Deed have been delivered to each Clearing System and to the Fiscal Agent and shall be held to the exclusion of the Issuer and the Guarantor until the Termination Date. The Issuer and the Guarantor covenant with each Relevant Account Holder on demand to produce or procure that there is produced an executed original hereof to such Relevant Account Holder and allow it to take copies thereof on demand at any reasonable time. Any Relevant Account Holder may, in any proceedings relating to this Deed, protect and enforce its rights arising out of this Deed in respect of any Entry to which it is entitled upon the basis of a statement by an Account Issuer as provided in Clause 3 and a copy of this Deed certified as being a true copy by a duly authorised officer of any Clearing System or the Fiscal Agent without the need for production in such proceedings or in any court of the actual records or this Deed. Any such certification shall be binding, except in the case of manifest error, upon the Issuer and the Guarantor and all Relevant Account Holders. This Clause shall not limit any right of any Relevant Account Holder to the production of the originals of such records or documents in evidence.

#### **6 Amendment and Disapplication of this Deed**

- 6.1 Amendment of this Deed:** Neither the Issuer nor the Guarantor may amend, vary, terminate or suspend this Deed or its obligations under it until after the Termination Date unless such variation, termination or suspension shall have been approved by an Extraordinary Resolution (as defined in the Amended and Restated Agency Agreement) to which the special quorum

provisions specified in the Notes apply to the holders of each series of Notes outstanding, save that nothing in this Clause shall prevent the Issuer or the Guarantor from increasing or extending its obligations under this Deed by way of supplement to it at any time.

**6.2 Disapplication of this Deed:** This Deed shall not apply to a Global Note or Global Certificate if:

6.2.1 the Conditions applicable to such Global Note or Global Certificate state that this Deed shall not apply, or

6.2.2

- (i) the Issuer and the Guarantor execute a further agreement, deed, instrument or other document (the "**New Covenant**") that confers upon the Account Holders who have Entries relating to such Global Note or Global Certificate credited to their Securities Account rights that are substantially similar to the Direct Rights;
- (ii) such Global Note or Global Certificate is issued after the date of execution of the New Covenant; and
- (iii) the provisions of the New Covenant are disclosed to the subscribers of the related Notes.

## 7 Payments

**7.1 Payments Free of Taxes:** All payments by the Issuer under this Deed shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within the Kingdom of Sweden or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer (or the Guarantor, as the case may be) shall pay such additional amounts as shall result in receipt by the Relevant Account Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable:

7.1.1 to, or to a third party on behalf of, a Relevant Account Holder who is liable to such taxes, duties, assessments or governmental charges by reason of his having some connection with the Kingdom of Sweden other than merely having the relevant Entry credited to his Securities Account.

7.1.2 in respect of any demand made more than 30 days after the date upon which demand may first be made hereunder, except to the extent that the Relevant Account Holder would have been entitled to such additional amounts on making such demand on the thirtieth such day.

**7.2 Stamp Duties:** The Issuer covenants to and agrees with the Relevant Account Holders that it shall pay promptly, and in any event before any penalty becomes payable, any stamp, documentary, registration or similar duty or tax payable in the United Kingdom, the Kingdom of Sweden, Belgium or Luxembourg, as the case may be, or in the country of any currency in which Notes may be denominated or amounts may be payable in respect of the Notes or any political subdivision or taxing authority thereof or therein in connection with the entry into, performance, enforcement or admissibility in evidence of this Deed and/or any amendment of, supplement to or waiver in respect of this Deed, and shall indemnify each of the Relevant Account Holders, on an after tax basis, against any liability with respect to or resulting from any delay in paying or omission to pay any such tax.

## **8 Governing Law and Jurisdiction**

**8.1 Governing Law:** This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

**8.2 Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed ("**Proceedings**") may be brought in such courts. Each of the Issuer and the Guarantor irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Clause is for the benefit of each of the Relevant Account Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

**8.3 Agent for Service of Process:** Each of the Issuer and the Guarantor irrevocably appoints Business Sweden of 5 Upper Montagu Street, London W1H 2AG as its agent in England to receive service of process in any Proceedings in England based on this Deed. If for any reason the Issuer or the Guarantor does not have such an agent in England, it shall promptly appoint a substitute process agent and notify the Noteholders of such appointment in accordance with the Conditions. Nothing herein shall affect the right to serve process in any other manner permitted by law.

**In witness** whereof each of the Issuer and the Guarantor has caused this Deed to be duly delivered as a deed the day and year first above mentioned.

**TELE2 AB (PUBL)**

By:

**TELE2 SVERIGE AB**

By: