

MILLICOM INTERNATIONAL CELLULAR S.A.

Société anonyme

Siège social : 2 rue du Fort Bourbon, L-1249 Luxembourg

R.C.S. Luxembourg: B 40630

(the "**Company**")

CHAPTER I. FORM, NAME, REGISTERED OFFICE, OBJECT, DURATION

Article 1. Form, Name.

There is hereby established among the subscribers and all those who may become owners of the shares hereafter created the Company in the form of a public limited liability company (*société anonyme*) which will be governed by the laws of the Grand Duchy of Luxembourg ("**Luxembourg**"), notably the Luxembourg law of 10 August 1915 on commercial companies, as amended (the "**Law**"), article 1832 of the Luxembourg Civil Code, as amended, and the present articles of association (the "**Articles**").

The Company will exist under the name of "**MILLICOM INTERNATIONAL CELLULAR S.A.**".

Article 2. Registered Office.

The Company will have its registered office in Luxembourg-City.

The registered office of the Company may be transferred to any other place within Luxembourg by a resolution of the board of directors of the Company (the "**Board**", its members being the "**Director(s)**").

In the event the Board determine that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office or between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of the abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by one of the bodies or persons entrusted with the daily management of the Company.

Article 3. Purposes.

The Company's purpose is to engage in all transactions pertaining directly or indirectly to the acquisition and holding of participating interests, in any form whatsoever, in any Luxembourg or foreign business enterprise, including but not limited to, the administration, management, control and development of any such enterprise.

The Company may, in connection with the foregoing purposes, (i) acquire or sell by way of subscription, purchase, exchange or in any other manner any equity or debt securities or other financial instruments representing ownership rights, claims or assets issued by, or offered or sold to, any public or private issuer, (ii) issue any debt instruments exercise any rights attached to the foregoing securities or financial instruments, and (iii) grant any type of direct or indirect assistance, in any form, to or for the benefit of

subsidiaries, affiliates or other companies in which it holds a participation directly or indirectly, including but not limited to loans, guarantees, credit facilities, technical assistance.

In a general fashion the Company may carry out any commercial, industrial or financial operation and engage in such other activities as the Company deems necessary, advisable, convenient, incidental to, or not inconsistent with, the accomplishment and development of the foregoing.

Article 4. Duration.

The Company is formed for an unlimited duration.

CHAPTER II.- CAPITAL, SHARES.

Article 5. Corporate Capital.

The Company has an authorised capital of one hundred and ninety-nine million, nine hundred and ninety-nine thousand, eight hundred United States Dollars (USD 199,999,800.-) divided into one hundred and thirty-three million, three hundred and thirty three thousand, two hundred (133,333,200) shares with a par value of one dollar fifty cents point fifty United States Dollars (USD 1.50). The Company has an issued capital of one hundred and fifty-two million, six hundred and eight thousand, eight hundred and twenty-five dollars and fifty cents (United states Dollars) (USD 152,608,825.50) represented by one hundred and one million, seven hundred and thirty-nine thousand, two hundred and seventeenth (101,739,217) shares with a par value of one ~~United States~~ dollar and fifty cents (USD 1.50) each, fully paid-in.

The authorized capital of the Company may be increased or reduced by a resolution of the shareholders of the Company (the "**Shareholder(s)**") adopted in the manner required by the Law for amendment of these Articles.

The Board is authorized and empowered to:

- realize any increase of the ~~corporate~~ issued capital within the limits of the authorized capital in one or several successive tranches, by issuing of new shares, against payment in cash or in kind, by conversion of claims, integration of distributable reserves or premium reserves, or in any other manner;
- determine the place and date of the issue or the successive issues, the issue price, the terms and conditions of the subscription of and paying up on the new shares; and
- remove or limit the preferential subscription right of the Shareholders in case of issue of shares against payment in cash, to a maximum of new shares representing 5% of the then outstanding shares (including shares held in treasury by the Company itself).

This authorization is valid for a period of 5 (five) years from 4 May 2018 ~~the date of publication of the notarial deed documenting the renewal of the authorized capital in the Luxembourg Official Gazette - Journal des Publications, Recueil Electronique des Sociétés et Associations~~, and it may be renewed by an extraordinary general meeting of the Shareholders (~~the "General Meeting"~~) for those shares of the authorized corporate capital which up to then will not have been issued by the Board.

Following each increase of the corporate capital realized and duly stated in the form provided for by the Law, the ~~second~~ first paragraph of this article 5 will be modified so as to reflect the actual

increase; such modification will be recorded in authentic form by the Board or by any person duly authorized and empowered by it for this purpose.

Article 6. Shares.

The shares will be in the form of registered shares.

The Company's shares may be held in electronic format in accordance with the requirements of the stock exchanges on which the Company's shares may be listed from time to time or may be represented by physical share certificates.

Every holder of shares shall be entitled, without payment, to receive one registered certificate for all such shares or to receive several certificates for one or more of such shares upon payment for every certificate after the first of such reasonable out-of-pocket expenses as the Board may from time to time determine. A registered holder who has transferred part of the shares comprised in his registered holding shall be entitled to a certificate for the balance without charge.

Share certificates shall be signed by two Directors. But such signatures may be either manual, or printed, or by facsimile. The Company may issue temporary share certificates in such form as the Board may from time to time determine.

Shares of the Company shall be registered in the register of the Shareholders which shall be kept by the Company or by one or more persons designated therefor by the Company; such register shall contain the name of each holder, his residence or elected domicile and the number of shares held by him. Every transfer and devolution of a share shall be entered in the register of the Shareholders.

The shares shall be freely transferable.

Transfer of shares shall be effected by delivering the certificate or certificates representing the same to the Company along with an instrument of transfer satisfactory to the Company or by written declaration of transfer inscribed in the register of the Shareholders, dated and signed by the transferor, or by persons holding suitable powers of attorney to act therefor.

Every Shareholder must provide the Company with an address to which all notices and announcements from the Company may be sent. Such address will also be entered in the register of the Shareholders.

In the event that such Shareholder does not provide such an address, the Company may permit a notice to this effect to be entered in the register of the Shareholders and the Shareholder's address will be deemed to be at the registered office of the Company, or such other address as may be so entered by the Company from time to time, until another address shall be provided to the Company by such Shareholder. The Shareholder may, at any time, change his address as entered in the register of the Shareholders by means of a written notification to the Company at its registered office or at such other address as may be set by the Company from time to time and notice thereof given to the Shareholders.

The Company will recognise only one holder of a share of the Company. In the event of joint ownership, the Company may suspend the exercise of any right deriving from the relevant share until one person shall have been designated to represent the joint owners vis-a-vis the Company.

If any shareholder can prove to the satisfaction of the Company that his share certificate has been mislaid, lost, stolen or destroyed, then, at his request, a duplicate certificate may be issued under such conditions as the Company may determine subject to applicable provisions of the Law.

Mutilated share certificates may be exchanged for new ones on the request of any shareholder. The mutilated certificates shall be delivered to the Company and shall be annulled immediately.

The Company may repurchase its shares of common stock using a method approved by the Board of the Company in accordance with the Law and the rules of the stock exchange(s) on which the Company's common stock may be listed from time to time.

As required by the Luxembourg law on transparency obligations of 11 January 2008 (the "**Transparency Law**"), any person who acquires or disposes of shares in the Company's capital must notify the Company's Board of the proportion of shares held by the relevant person as a result of the acquisition or disposal, where that proportion reaches, exceeds or falls below the thresholds referred to in the Transparency Law. As per the Transparency Law, the above also applies to the mere entitlement to acquire or to dispose of, or to exercise, voting rights in any of the cases referred to in the Transparency Law. As per this article, the requirements of the Transparency Law also apply where the mentioned proportion reaches, exceeds or falls below a threshold of 5%. The penalties provided for in article 28 of the Transparency Law apply to any breach of the above mentioned obligation, including with respect to the 5% threshold.

CHAPTER III.- BOARD, STATUTORY AUDITORS.

Article 7. Board.

The Company will be administered by a Board composed of at least 6 (six) members. Members of the Board need not be shareholders of the Company. The Directors, and the chairman of the Board (the "**Chairman**"), will be elected by the ~~g~~General ~~M~~meeting of shareholders ("**General Meeting**"), which will determine their number, for a period not exceeding 6 (six) years, and they will hold office until their successors are elected. Where a legal person is appointed as a director (the "**Legal Entity**"), the Legal Entity must designate a natural person as permanent representative (*représentant permanent*) who will represent the Legal Entity as a member of the Board in accordance with article ~~441-351~~ **bis** of the Law.

In the event of a vacancy on the Board, the remaining Directors may meet and may elect by majority vote a director to fill such vacancy until the next General Meeting.

Article 8. Meetings of the Board.

The Board may choose a secretary, who need not be a director, and who shall be responsible for keeping minutes of the meetings of the Board and of the resolutions passed at the General Meeting.

The Board will meet upon call by the Chairman. A meeting of the board must be convened if any two Directors so require.

The Chairman shall preside at all meetings of the Board of the Company, except that in his absence the Board may elect by a simple majority of the Directors present another Director or a duly qualified third party as Chairman of the relevant meeting.

Except in cases of urgency or with the prior consent of all those entitled to attend, at least 3 (three) days' written notice of board meetings shall be given. Any such notice shall specify the time and place of the meeting and the nature of the business to be transacted. No such written notice is required if all the members of the Board are present or represented during the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The written notice may be waived by the consent in writings, whether in original, by telefax, or e-mail to which an electronic signature (which is valid under the Law) is affixed, of each member of the Board. Separate written notice shall not be required for meetings that are held at times and places determined in a schedule previously adopted by resolution of the Board.

Every Board meeting shall be held in Luxembourg or at such other place as the Board may from time to time determine.

Any member of the Board may act at an meeting of the Board by appointing in writing, whether in original, by telefax, or e-mail to which an electronic signature (which is valid under the Law) is affixed, another Director as his or her proxy.

A quorum of the Board shall be the presence of 4 (four) of the Directors holding office. Decisions will be taken by the affirmative votes of a simple majority of the Directors present or represented.

Notwithstanding the foregoing, a resolution of the Board may also be passed in writing, in case of urgency or where other exceptional circumstances so require. Such resolution shall be unanimously approved by the Directors and shall consist of one or several documents containing the resolutions either (i) signed manually or electronically by means of an electronic signature which is valid under Luxembourg law or (ii) agreed upon via a consent in writing by e-mail to which an electronic signature (which is valid under Luxembourg law) is affixed. The date of such a resolution shall be the date of the last signature or, if applicable, the last consent.

Any Director may participate in a meeting of the Board by conference call, video conference or similar means of communication equipment whereby (i) the Directors attending the meeting can be identified, (ii) all persons participating in the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an on-going basis and (iv) the directors can properly deliberate, and participating in a meeting by such means shall constitute presence in person at such meeting. A meeting of the Board held by such means of communication will be deemed to be held in Luxembourg.

Article 9. Minutes of meetings of the Board.

The minutes of any meeting of the Board will be signed by the Chairman of the meeting. Any proxies will remain attached thereto.

Copies or extracts of such minutes of board meetings or written resolutions passed by the Board which may be produced in judicial proceedings or otherwise will be executed by the Chairman, any Chairman of the relevant meeting of the Board or any two members of the Board.

Article 10. Powers of the Board.

The Board is vested with the broadest powers to perform all acts necessary or useful for accomplishing the corporate object of the Company. All powers not expressly reserved by the Law or by the present Articles to the General Meeting are in the competence of the Board.

Article 11. Delegation of Powers.

The Board may delegate the daily management of the Company and the representation of the Company within such daily management to one or more Directors, officers, executives, employees or other persons who may but need not be Shareholders, or delegate special powers or proxies, or entrust determined permanent or temporary functions to persons or agents chosen by it.

Article 12. Directors' Remuneration.

Each of the Directors will be entitled to fees for acting as such at such rate as may from time to time be determined by resolution of the General Meeting. Any Director to whom is delegated daily management or who otherwise hold executive office will also be entitled to receive such remuneration (whether by way of salary, participation in profits or otherwise and including pension salary and including pension contributions) as the Board may from time to time decide.

Article 13. Conflict of Interests.

No contract or other transaction between the Company and any other person shall be affected or invalidated by the fact that any director, officer or employee of the Company has a personal interest in, or is a Director, officer or employee of such other person, except that (x) such contract or transaction shall be negotiated on an arms' length basis on terms no less favourable to the Company than could have been obtained from an unrelated third party and, in the case of a director, the director shall abstain from voting on any matters that pertain to such contract or transaction at any meeting of the Board of the Company, and (y) any such personal interest shall be fully disclosed to the Company by the relevant director, officer or employee.

In the event that any director or officer of the Company may have any personal interest in any transaction of the Company, he shall make known to the board such personal interest and shall not consider or vote on any such transaction, and such transaction and such director's or officer's interest therein shall ne reported to the next General Meeting.

Article 14. Indemnification

The Company shall indemnify any director or officer and his/her heirs, executors and administrators for any damages, compensations and costs to be paid by him/her and any expenses reasonably incurred by him/her as a consequence of, or in connection with any action, suit or proceeding to which he/she may be a party by reason of him/her being or having been a director or officer of the Company, or, at the request of the Company, of any other company of which the Company is a shareholder or creditor, except in relation to matters as to which he/she shall be finally judged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by its legal counsel that the person to be indemnified did not commit such breach of duty. The foregoing right of indemnification shall not exclude other rights to which he/she may be entitled.

The indemnification by the Company shall include the right of the Company to pay or reimburse a defendant's reasonable legal costs before any proceeding or investigation against the defendant shall have resulted in a final judgment, settlement or conclusion, provided the Company's Directors shall have determined in good faith that the defendant's actions did not constitute wilful and deliberate violations of the Law and shall have obtained the relevant legal advice to that effect.

Article 15. Representation of the Company.

The Company will be bound towards third parties by the joint signatures of any two Directors or by the individual signature of the person to whom the daily management of the Company has been delegated, within such daily management, or by the joint signatures or single signature of any persons to whom such signatory power has been delegated by the board, but only within the limits of such power.

Article 16. Auditors.

The supervision of the operations of the Company is entrusted to one or more auditors who need not be Shareholders.

The auditors will be elected by the General Meeting by a simple majority of the votes present or represented at such General Meeting, which will determine their number, for a period not exceeding (6) six years. They will hold office until their successors are elected. They are re-eligible, but they may be removed at any time, with or without cause, by a resolution adopted by a simple majority of the Shareholders present or represented at the General Meeting.

CHAPTER IV.- MEETINGS OF SHAREHOLDERS.

Article 17. Powers of the General Meeting.

Any regularly constituted General Meeting of the Company represents the entire body of the Shareholders. It has the powers conferred upon it by the Law.

Article 18.

The Board will determine in the convening notice the formalities to be observed by each Shareholder for admission to a General Meeting.

Article 19. Annual General Meeting.

The annual General Meeting will be held in Luxembourg within six (6) months as of close of the relevant financial year, at the registered office of the Company or at such other place in Luxembourg as may be specified in the notice convening the annual General Meeting. The chairman of the annual General Meeting shall be elected by the Shareholders.

Article 20. Other General Meetings.

Such General Meetings must be convened by the Board of the Company if the Shareholders representing at least ten percent (10%) of the Company's issued share capital so require.

Article 21. Procedure, Vote.

The Shareholders will meet upon call by the Board or the auditor or the auditors made in the forms provided for by the Law. The notice will contain the agenda of the General Meeting.

If all the Shareholders are present or represented at the General Meeting ~~and~~ if they state that they have been informed of the agenda of the General Meeting, the General Meeting may be held without prior notice.

A Shareholder may act at any General Meeting by appointing another person who need not be a Shareholder as its proxy in writing whether in original, by telefax, or e-mail to which an electronic signature (which is valid under the Law) is affixed.

The Shareholders may vote in writing (by way of voting bulletins) on resolutions submitted to the General Meeting provided that the written voting bulletins include (i) the last name, first name, address and the signature of the relevant Shareholder, (ii) the indication of the shares for which the shareholder will exercise such right, (iii) the agenda as set forth in the convening notice and (iv) the voting instructions (approval, refusal, abstention) for each point of the agenda. In order to be taken into account, the original or electronic copy of the voting bulletins must be received by the Company within the time period set by the Company's Board, or, absent any time period set by the Board, at least 72 (seventy-two) hours before the relevant General Meeting.

The Board may authorise and arrange for the Shareholders to exercise, in accordance with article 6 of the law of 24 May 2011 on shareholders' rights in listed companies, their voting rights and participate in a General Meeting by electronic means, ensuring, notably, any some or all of the following forms of participation:

- a) a real-time transmission of the Shareholders' General Meeting;
- b) a real-time two-way communication enabling Shareholders to address the General Meeting from a remote location; and
- c) a mechanism for casting votes, whether before or during the General Meeting, without the need to appoint a proxy who is physically present at the General Meeting.

Any Shareholder who participates in a General Meeting through such means shall be deemed to be present at the place of the General Meeting for the purposes of the quorum and majority requirements. The use of electronic means allowing the Shareholders to take part in the General Meeting may be subject only to such requirements as are necessary to ensure the identification of the Shareholders and the security of the electronic communication, and only to the extent that they are proportionate to achieving that objective.

The Board may determine the electronic means referred to above in this Article 21 para. 5 and all other conditions that must be fulfilled in order to take part in the General Meeting in accordance with Luxembourg law.

The Shareholders of the Company shall be entitled at each General Meeting ~~of the~~ to one vote for every share.

No quorum is required for the General Meeting ~~and~~ resolutions are adopted at such General Meeting by a simple majority of the votes cast. Unless otherwise required under the Law, an extraordinary General Meeting convened to amend any provisions of the Articles or the withdrawal of the Company's shares from public listing in going-private transaction, shall not validly deliberate unless at least one half of the share capital is represented and the agenda indicates the proposed amendments to the Articles. If the first of these conditions is not satisfied, a second extraordinary General Meeting may be convened, in the manner prescribed by the Articles or by the Law. The second extraordinary General Meeting shall validly deliberate regardless of the proportion of capital represented. At both extraordinary General Meetings, resolutions, in order to be adopted, must be

adopted by a two-third majority of the votes cast. Copies or extract of the minutes of the General Meetings to be produced in court will be signed by the Chairman or by any two Directors.

CHAPTER V. FINANCIAL YEAR, DISTRIBUTION OF PROFITS

Article 22. Financial Year.

The Company's financial year begins on the first day of January and ends on the last day of December in every year, except that the first financial year will begin on the date of formation of the Company and will end on the last day of December 1992.

The Board shall prepare annual accounts in accordance with the requirements of the Law and accounting practice.

Article 23. Appropriation of Profits.

From the annual net profits of the Company, five per cent (5%) shall be allocated to the reserve required by the Law. That allocation will cease to be required as soon and for as long as such reserve amounts to ten per cent (10%) of the aggregate par value of the issued capital of the Company.

Upon recommendation of the Board, the General Meeting determines how the remainder of the annual net profits will be disposed of. It may decide to allocate the whole or part of the remainder to a reserve or to a provision reserve, to carry it forward to the next following financial year or to distribute it to the Shareholders as dividend.

Subject to the conditions fixed by the Law, the Board may pay out an advance payment on dividends. The Board fixes the amount and the date of payment of any such advance payment.

Dividends may also be paid out of unappropriated net profits brought forward from prior years. Dividends shall be paid in United States Dollars or by free allotment of shares of the Company or otherwise in specie as the Directors may determine, and may be paid at such times as may be determined by the Board. Payment of dividends shall be made to holders of shares at their addresses in the register of Shareholders. No interest shall be due against the Company on dividends declared but unclaimed.

The Shareholders are entitled to share in the profits of the Company pro rata to the paid up par value of their shareholding.

CHAPTER VI.- DISSOLUTION, LIQUIDATION.

Article 24. Dissolution, Liquidation.

The Company may be dissolved by a decision taken in a General Meeting resolving at the same conditions as to a quorum of presence and majority as those imposed by article 20 of the Articles.

Should the Company be dissolved, the liquidation will be carried out by one or more liquidators appointed by the General Meeting, which will determine their powers and their compensation.

The shares carry a right to a repayment (from the assets available for distribution to the Shareholders) of the nominal capital paid up in respect of such shares and the right to share in surplus assets on a winding up of the Company pro rata to the par value paid up on such shares.

CHAPTER VII.- APPLICABLE LAW

Article 25. Applicable Law.

All matters not governed by these Articles shall be determined in accordance with the Law.