

FINAL TERMS

29 March 2010

TELIASONERA AB (publ)
Issue of €20,000,000 4.600 per cent Fixed Rate Notes due 1 April 2025
under the €7,000,000,000
Euro Medium Term Note Programme

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Prospectus dated 6 May 2009, the supplemental prospectus dated 3 November 2009 and the supplemental prospectus dated 24 March 2010, which together constitute a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Prospectus as so supplemented. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus as so supplemented. The Prospectus and supplement prospectuses are available for viewing at Stureplan 8, SE-10663, Stockholm, Sweden and on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained from TeliaSonera AB (publ) Stureplan 8, SE-10663 Stockholm, Sweden.

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| 1. | Issuer: | TeliaSonera AB (publ) |
| 2. | (i) Series Number: | 67 |
| | (ii) Tranche Number: | 1 |
| 3. | Specified Currency or Currencies: | Euro (“€”) |
| 4. | Aggregate Nominal Amount: | |
| | – Series: | €20,000,000 |
| | – Tranche: | €20,000,000 |
| 5. | Issue Price: | 99.575 per cent. of the Aggregate Nominal Amount |
| 6. | (i) Specified Denominations: | €50,000 |
| | (ii) Calculation Amount: | €50,000 |
| 7. | (i) Issue Date: | 1 April 2010 |
| | (ii) Interest Commencement Date: | Issue Date |
| 8. | Maturity Date: | 1 April 2025 |
| 9. | Interest Basis: | 4.600 per cent. Fixed Rate
(further particulars specified below) |
| 10. | Redemption/Payment Basis: | Redemption at par |



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| 11. | Change of Interest Basis or Redemption/Payment Basis: | Not Applicable |
| 12. | Put/Call Options: | Applicable. A Change of Control clause applies to the Notes, as further specified in Annex 1 to these Final Terms. |
| 13. | Method of distribution: | Non-syndicated |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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| 14. | Fixed Rate Note Provisions | Applicable |
| | (i) Rate of Interest: | 4.600 per cent. per annum payable annually in arrear |
| | (ii) Interest Payment Date(s): | 1 April in each year commencing 1 April 2011 up to and including the Maturity Date, subject to the Following Business Day Convention |
| | (iii) Fixed Coupon Amount(s): | € 2,300 per Calculation Amount |
| | (iv) Broken Amount(s): | Not Applicable |
| | (v) Day Count Fraction: | Actual/Actual (ICMA), unadjusted |
| | (vi) Determination Date(s): | 1 April in each year |
| | (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: | See Appendix 1 |
| 15. | Floating Rate Note Provisions | Not Applicable |
| 16. | Zero Coupon Note Provisions | Not Applicable |
| 17. | Index Linked Interest Note Provisions | Not Applicable |
| 18. | Dual Currency Interest Note Provisions | Not Applicable |

PROVISIONS RELATING TO REDEMPTION

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| 19. | Issuer Call: | Not Applicable |
| 20. | Investor Put | Applicable. A Change of Control clause applies to the Notes, as further specified in Annex 1 to these Final Terms. |
| 21. | Final Redemption Amount: | €50,000 per Calculation Amount |
| | (i) Optional Redemption date(s): | See Annex 1 |
| | (ii) Optional Redemption Amount and method, if any, of calculation of | See Annex 1 |



such amount(s):

- (iii) Notice period (if other than as set out in the Conditions: See Annex 1
22. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(e)) As set out in Condition 6(e)
- GENERAL PROVISIONS APPLICABLE TO THE NOTES**
23. Form of Notes:
- (a) Form: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event
- (b) New Global Note: Yes
24. Additional Financial Centre(s) or other special provisions relating to Payment Days: For the avoidance of doubt, London, Stockholm and TARGET2 are Financial Centres relating to Payment Days
25. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No
26. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and, if different from those specified in the Temporary Global Note, consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: Not Applicable
27. Details relating to Instalment Notes:
- (i) Instalment Amount(s): Not Applicable
- (ii) Instalment Date(s): Not Applicable
28. Redenomination: Redenomination not applicable
29. Other final terms: A Change of Control clause applies to the Notes, as further specified in Annex 1 to these Final Terms.

DISTRIBUTION

30. (i) If syndicated, names of Managers: Not Applicable
- (ii) Stabilising Manager(s) (if any): Not Applicable



31. If non-syndicated, name of relevant Dealer: Nordea Bank Danmark A/S
32. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: TEFRA D
33. Additional selling restrictions: Not Applicable

LISTING AND ADMISSION TO TRADING APPLICATION

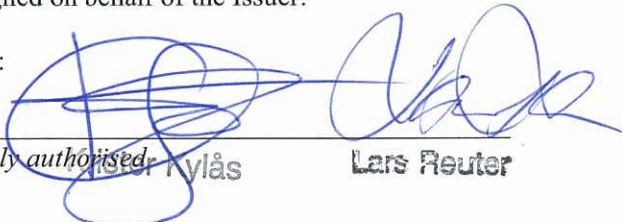
These Final Terms comprise the final terms required for issue and admission to trading on the Luxembourg Stock Exchange's regulated market and listing on the Official List of the Luxembourg Stock Exchange of the Notes described herein pursuant to the €7,000,000,000 Euro Medium Term Note Programme of TeliaSonera AB (publ).

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By:


Duly authorised: Lars Reuter

PART B — OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and listing on the Official List of the Luxembourg Stock Exchange with effect from 1 April 2010.
- (ii) Estimate of total expenses related to admission to trading: € 5,125

2. RATINGS

Ratings: Not Applicable

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the Dealer, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

Not Applicable

5. YIELD

Indication of yield: 4.640 per cent. per annum

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Not Applicable

7. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

Not Applicable

8. OPERATIONAL INFORMATION

- (i) ISIN Code: XS0497510288
- (ii) Common Code: 049751028



- (iii) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, société anonyme and the relevant identification number(s): Not Applicable
- (iv) Delivery: Delivery against payment
- (v) Names and addresses of additional Paying Agent(s) (if any): Not Applicable
- (vi) Intended to be held in a manner which would allow Eurosystem eligibility: Yes



ANNEX 1

This Annex forms part of the Final Terms to which it is attached

For the purposes of the Notes, the Conditions shall be deemed amended by the addition of the following as Condition 6(dd):

(dd) Redemption at the option of the Noteholders (Change of Control)

(A) A "**Put Event**" will be deemed to occur if:

- (i) any person or any persons acting in concert (as defined in the United Kingdom's City Code on Takeovers and Mergers in force on 1 April 2010) or any person or persons acting on behalf of such person(s) (the "**Relevant Person**") at any time directly or indirectly own(s) or acquire(s): (A) more than 50 per cent. of the issued or allotted ordinary share capital of the Issuer or (B) such number of shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights attached to the issued or allotted share capital of the Issuer that are normally exercisable at a general meeting of the Issuer (each, a "**Change of Control**"), provided that a Change of Control shall be deemed not to have occurred if all or substantially all of the shareholders of the Relevant Person are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of the Issuer with the same (or substantially the same) pro rata interest in the share capital of the Relevant Person as such shareholders have, or as the case may be, had in the share capital of the Issuer; and
- (ii) on the date (the "**Relevant Announcement Date**") that is the earlier of (x) the date of the first public announcement of the relevant Change of Control; and (y) the date of the earliest Relevant Potential Change of Control Announcement (if any), the Notes carry from either of Moody's Investor Services Limited ("**Moody's**") and/or Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**") and/or any of their respective successors or any other rating agency (each a "**Substitute Rating Agency**") of equivalent international standing specified by the Issuer (each, a "**rating agency**"),
 - (1) an investment grade credit rating (*Baa3/BBB-, or equivalent, or better*), and such rating from any rating agency is within the Change of Control Period either downgraded to a non-investment grade credit rating (*Ba1/BB+, or equivalent, or worse*) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to investment grade credit ratings by such rating agency; or
 - (2) a non-investment grade credit rating (*Ba1/BB+, or equivalent, or worse*), and such rating from any rating agency is within the Change of Control Period either downgraded by one or more notches (*for illustration, Ba1/BB+ to Ba2/BB being one notch*) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such rating agency; or
 - (3) no credit rating, and no credit rating from another rating agency and no rating agency assigns within the Change of Control Period an investment grade credit rating to the Notes,

provided that if on the Relevant Announcement Date the Notes carry a credit rating from more than one rating agency, at least one of which is investment grade, then sub-paragraph (1) will apply; and



- (iii) in making the relevant decision(s) referred to above, each relevant rating agency announces publicly or confirms in writing to the Issuer that such decision(s) resulted, in whole or in part, from the occurrence of the Change of Control or the Relevant Potential Change of Control Announcement. Upon receipt by the Issuer of any such written confirmation, the Issuer shall forthwith give notice of such written confirmation to the Noteholders in accordance with Condition 13.

If the rating designations employed by either of Moody's or S&P are changed from those which are described in paragraph (ii) of the definition of "Put Event" above, or if a rating is procured from a Substitute Rating Agency, the Issuer shall determine the rating designations of Moody's or S&P or such Substitute Rating Agency (as appropriate) as are most equivalent to the prior rating designations of Moody's or S&P and this Condition 6 (dd) shall be read accordingly.

- (B) If a Put Event occurs, each Noteholder shall have the option to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) such Note on the Put Date (as defined below) at its principal amount together with interest accrued to but excluding the date of redemption or purchase. Such option shall operate as set out below.
- (C) Promptly upon the Issuer becoming aware that a Put Event has occurred the Issuer shall give notice (a "**Put Event Notice**") to the Noteholders in accordance with Condition 13 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 6 (dd).
- (D) To exercise the Investor Put option to require the redemption or purchase of a Note the Noteholder must deliver a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a "**Change of Control Put Notice**") at the specified office of such Paying Agent, at any time during normal business hours of that Paying Agent falling within the period (the "**Put Period**") of 45 days after a Put Event Notice is given. Payment in respect of any Note to be so redeemed will be made either (i) on the date which is seven days after the expiration of the Put Period (the "Put Date") by transfer to the bank account (if any) specified in the relevant Change of Control Put Notice; or (ii) if no such bank account is so specified, on or after the Put Date against presentation of such evidence of title and ownership as the Paying Agent may reasonably require. A Change of Control Put Notice, once given, shall be irrevocable. The Issuer shall redeem or, at its option, purchase (or procure the purchase of) the relevant Notes on the Put Date unless previously redeemed and cancelled or purchased.
- (E) Exercise of the Investor Put option shall, if the Notes are in Definitive Form, follow the procedure described above at (D), with the following modifications: The Change of Control Put Notice should be delivered together with the Notes to be redeemed with all Coupons appertaining thereto maturing after the Put Date, failing which the relevant Paying Agent will require payment of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed to the Noteholder against presentation and surrender of the relevant missing Coupon (or any replacement therefore issued pursuant to Condition 10) at any time after such payment, but before the expiry of the period of five years from the Relevant Date (as defined in Condition 7) in respect of such Coupon, but not thereafter. The Paying Agent to which such Note and Change of Control Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. Payment in respect of any Notes so delivered shall be made against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. For the purposes of these Final Terms and this Condition 6 (dd), pending redemption or purchase of the relevant Notes, non-transferable receipts issued pursuant hereto shall be treated as if they were Notes.
- (F) If 80 per cent. or more in nominal amount of the Notes then outstanding have been redeemed or purchased pursuant to this Condition 6 (dd), the Issuer may, on not less than 30 or more than 60 days' notice to the Noteholders given within 30 days after the Put Date, redeem, at its option, the remaining



Notes as a whole at their principal amount together with interest accrued to but excluding the date of redemption or purchase.

(G) In these Conditions:

"Change of Control Period" means the period commencing on the Relevant Announcement Date and ending 90 days after the Change of Control (or such longer period during which the Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control) for rating review or, as the case may be, rating by a rating agency, such period not to exceed 60 days after the public announcement of such consideration); and

"Relevant Potential Change of Control Announcement" means any public announcement or statement by the Issuer, any actual or potential bidder or any advisor thereto relating to any potential Change of Control where within 180 days following the date of such announcement or statement, a Change of Control occurs.

A handwritten signature in blue ink, consisting of stylized initials and a surname, located in the bottom right corner of the page.