

Section C of Exhibit 5.3.2

Sharing Agreement to be entered into under the structuring of UPI Towers between SPE Towers and SPE Movable

**SITE SHARING AGREEMENT**

between

**CALITEIA RJ INFRAESTRUTURA E REDES DE TELECOMUNICAÇÕES S.A.**  
*in the capacity of Contractor*

**OI MÓVEL S.A. - UNDER JUDICIAL REORGANIZATION**  
*in the capacity of Principal*

AND

**OI S.A. – UNDER JUDICIAL REORGANIZATION**  
*in the capacity of Intervening Guarantor Party*

[=] [=], 2020

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**SHARING AGREEMENT ENTERED INTO  
BETWEEN CALITEIA RJ INFRAESTRUTURA E  
REDES DE TELECOMUNICAÇÕES S.A. AND OI  
MÓVEL S.A. - UNDER JUDICIAL  
REORGANIZATION**

By this private instrument, entered into on [=] [=], 2020, on one side,

**1. Caliteia RJ Infraestrutura e Redes de Telecomunicações**, a corporation registered with the National Register of Legal Entities of the Ministry of Finance (“CNPJ”) under No. 35.978.982/0001-75, with its head offices at Rua do Lavradio, n.º 71, sl. 201/801, Centro, ZIP CODE 20.230-070, Centro, in the City of Rio de Janeiro, State of Rio de Janeiro, herein in duly represented pursuant to its Bylaws, hereinafter simply referred to as “Contractor”;

and, on the other side,

**2. Oi Móvel S.A. — under Judicial Reorganization**, a joint-stock company with its head offices at Setor Comercial Norte, Quadra 03, Bloco A, Ed. Estação Telefônica, Térreo, Parte 2, in the City of Brasília, in the Federal District, registered with the CNPJ under No. 05.423.963/0001-11, herein in duly represented pursuant to its Bylaws, hereinafter simply referred to as “Principal”; and

And also, as intervening guarantor party,

**3. Oi S.A. — under Judicial Reorganization**, a publicly-held company, with its head offices at Rua do Lavradio n.º 71, Centro, in the City and State of Rio de Janeiro, ZIP CODE 20230-070, registered with the CNPJ under No. 76.535.764/0001-43, herein duly represented pursuant to its Bylaws, hereinafter simply referred to as “Guarantor”.

Principal and Contractor will be hereinafter individually and indistinctly referred to as “Party” and together as “Parties”.

#### **WHEREAS:**

(A) Contractor owns certain Infrastructure Items (as defined below) identified in Exhibit 1, located on its own and/or third-party lands and/or properties, and has the right to assign the use thereof for the installation of Equipment (as definition below);

(B) the Parties are interested in agreeing the terms and conditions for the lease of certain spaces located in Contractor’s Infrastructure Items, as requested by Principal, subject to the terms and conditions provided for in this Agreement;

(C) Principal is a provider of telecommunications services of collective interest, and uses infrastructure items to make its services available to its final clients; and

(D) the Parties are fully aware that Principal is subject to the rules imposed by the Brazilian Agency of Telecommunications (ANATEL),

The Parties hereby agree to enter into this Sharing Agreement (“Agreement”), which will be governed by the following terms and conditions:

### **CLAUSE 1 - DEFINITIONS**

**Clause 1.1. Definitions.** When used in this Agreement, each of the terms defined in the Preamble and the Recitals will have the meaning indicated above, and the following terms will have the meaning indicated below:

“Affiliate” means, in relation to any of the Parties, any Person who directly or indirectly Controls, is Controlled by, or is under common Control with that Party, provided that Persons in the portfolio of funds managed by [name] will not be considered Affiliates of Contractor.

“ANATEL” means the Brazilian Agency of Telecommunications.

“Regularization Cost Increase” has the meaning ascribed thereto in the Sale and Purchase Agreement.

“Governmental Authority” means any governmental agency, independent agency, division, department, court or other direct or indirect federal, state or municipal government body, as well as any and all courts, judicial authorities and/or arbitration courts.

“Civil Code” means Brazilian Federal Law No. 10,406, dated January 10, 2002, as amended.

“Brazilian Code of Civil Procedure” means Brazilian Federal Law No. 13,105, dated March 15, 2015, as amended.

“Sale and Purchase Agreement” means the Share Purchase Agreement under Isolated Production Unit and Other Covenants entered into on [date] between Oi Móvel S.A. - under Judicial Reorganization and Telemar Norte Leste S.A. - under Judicial Reorganization, as Sellers and [=], as Buyer (hereinafter referred to as the “Buyer”), with the intervention and consent of Contractor and the Guarantor, having as purpose the indirect purchase and sale of the Infrastructure Items by means of the direct acquisition of the total share capital of Contractor by Buyer.

“Lease Agreements” means the contractual instruments (written or verbal) related to the occupation of the respective spaces in which the Infrastructure Items are installed, such as specific lease agreements, loan for use (*comodato*), assignment for use of space, among others.

“Control” means, in relation to a Person, the power to, directly or indirectly, individually or jointly with other Persons, manage and order the direction of such Person’s management and policies, by means of ownership of the majority of its voting capital, by operation of an agreement, or by any other means. Terms derived from Control, such as “Parent”, “Controlling”, “Controller” and other related words will have meanings similar to Control.

“Closing Date” means the date on which the parties to the Sale and Purchase Agreement close the legal transactions provided for in the Sale and Purchase Agreement.

“Business Day” means any day (i) that is not a Saturday or Sunday, or (ii) when commercial banks are open for business at regular business hours in the municipality of Rio de Janeiro, State of Rio de Janeiro and in the municipality of São Paulo, State of São Paulo, Brazil.

“Equipment” means, all together, the generators, telecommunications, radio and other equipment present in the structures of any Infrastructure Item and which are the property of Principal, its Affiliates, as well as their antennas and/or connection cables for such equipment that are apt to provide Personal Mobile Service and/or Specialized Mobile Service. Equipment include, without limitation, dedicated equipment, power cables for Principal’s and its Subsidiaries’ shelter/container, fiber optic cables, radio frequency and transmission antennas and their cables, exclusive and specific grounding system for these equipment and associated grounding devices with coaxial cables, shelter / container / Outdoor Radio Base Station of Principal, and its Affiliates, all electronics and batteries associated with the shelter / container / Outdoor Radio Base Station of Principal, and its Affiliates, specific internal and external grounding of the shelter / container / Outdoor Radio Base Station of the Contractor, its Affiliates (including the physical grounding material and the physical connection between the Equipment and the general grounding system of the site), generators, diesel tanks, active and passive security system, telephone lines, COW (Cell on Wheels) base station, and any substations and power transformers dedicated to Principal, and its Affiliates, all energy contracts related to the Equipment, as well as the operating rooms and masonry shelters, but always excluding their respective foundations.

“Base Radio Station” means the equipment of the Personal Mobile Service or Specialized Mobile Service network located in an Infrastructure Item and responsible for communicating with the terminal equipment of the users of these services, through the transmission and reception of signals in the frequency bands authorized by ANATEL to Principal, as applicable, for the Personal Mobile Service or Specialized Mobile Service.

“Excess Spaces” means, with respect to an Infrastructure Item, any area available in that Infrastructure Item in which it is feasible to assign, lease or grant the right of use to any Persons and, therefore, that is not being used, leased or assigned by Contractor in any capacity.

“Adjustment Index” means the Broad Consumer Price Index — IPCA, disclosed by the Brazilian Institute of Geography and Statistics — IBGE, or another index that may replace it.

“Infrastructure Items” means the infrastructure sites (including greenfield sites) described in Exhibit 1, which are comprised of the set including a Tower and/or Roof Top.

“New Third-Party Sharing” means a request made by any third party other than Principal and/or its Affiliates, for Contractor to share and/or allow the use, by such third party, of additional space in one or more Infrastructure Items, provided, however, that any sharing, leases and other space assignments (i) that are already in effect on the date hereof; and/or (ii) in Infrastructure Items in respect of which the Right of First Refusal of Excess Space (as defined below) has already been exercised or waived under this Agreement, will not be considered “New Third Party Sharing” for the purposes hereof.

“Person” means any individual, legal entity, businessperson, general partnership or company (including, but not limited to, corporations, limited liability companies or other types of companies), foundation, investment fund, association, partnership, consortium, trust, fiduciary entity or any other entity or organization, with or without legal personality, or any Governmental Authority.

“Oi Judicial Reorganization” means the judicial reorganization process of Guarantor, together with other companies of its economic group, as a request filed on June 20, 2016 before the 7<sup>th</sup> Commercial Court of the Judicial District of the Capital City of Rio de Janeiro, under number 0203711-65.2016.8.19.0001.

“Additional Consideration” has the meaning ascribed thereto in Exhibit 2 to this Agreement.

“Base Consideration” has the meaning ascribed thereto in Exhibit 2 to this Agreement.

“Roof Tops” means, in the infrastructure, the set of structures intended to support the radiofrequency and transmission antennas: support and fixation base for the vertical structures, lighting (including light barrier, photocell and wiring controls), pedalboards (including fall arrest safety cable), vertical or horizontal cable bed, grounding system (including lightening rod, wires and ground connections and the specific grounding mesh for the structure), beacons, access stairways and platforms, fixation/support structure for the equipment, switchboards, power piping and electrical cables. Roof Tops are usually assembled on: (i) slabs of building roofs; (ii) roofs; (iii) water tanks; (iv) facades (antennas only); and (v) any combination of the items above. Additionally, the characterization of the Roof Tops considers that they have a fully functional Base Radio Station owned by Principal and its Affiliates. The Roof Tops are listed in Exhibit 1, as “Roof Top” in the column “Site Type.”

“Irreversible Situation” has the meaning ascribed thereto in Clause [10.2] of the Sale and Purchase Agreement.

“Towers” means every structural set capable of supporting the installation of transmission and radiofrequency antennas, including the tower structure, the foundation of the tower structure, the tower lighting (including light barrier, photocell and wiring controls, cables), the tower work platform, all antenna supports and tower equipment, tower rest platforms, stairways to the tower (including the fall arrest safety cable, body guard, bracings, vertical and horizontal stretching, the general grounding system of the tower (including lightning rods, wires and ground connectors for the tower and the land grounding mesh), site grounding system (including the global grounding system for the site regarding fences, walls, doors, recipients, gates and energy inputs), power input panel where the meters are located, concrete foundations and/or metal shelters for power input, power infrastructure from the utility company’s distribution network, the power input pattern, including ducts, posts and power piping and fiber optic, junction boxes as well as

the materials related to the site perimeter (such as walls, fences, gates, etc.), metal skids for the Base Radio Station, concrete base for the Base Radio Station, metallic “eco box” (structure in metal profiles and checkered-plate floor and variable sizes) for the Base Radio Station, site lighting system, industrial outlet for a generator (steck), excluding any equipment that are installed in or attached to the Tower. The Towers are identified in Exhibit 1 in the “site type” column with the “greenfield” description.

“Taxes” mean all taxes, contributions, charges, rates, fees, duties, social contributions or other governmental charges of any nature, including, without limitation, all income taxes, withheld at the source or not, on capital gains, share capital, transfer, sale, use, occupation, ownership, consumption, franchise, severance, paid leave, payroll, federal, state, municipal and local taxes withheld at source and other taxes, as well as accretions, fines and interest in relation to any said amounts.

**Clause 1.2. Other Definitions.** Without prejudice and in addition to the terms defined in Clause 1.1 above, the following terms are defined in the wording of the Agreement:

“ <u>Exhibits</u> ”	9
“ <u>Arbitration</u> ”	26
“ <u>Chamber</u> ”	26
“ <u>CNPJ</u> ”	5
“ <u>Contractor</u> ”	5
“ <u>Principal</u> ”	5
“ <u>Agreement</u> ”	5
“ <u>Dilution of Consideration</u> ”	17
“ <u>Right of First Refusal of Excess Space</u> ”	9
“ <u>Dispute</u> ”	26
“ <u>Form</u> ”	10
“ <u>Guarantor</u> ”	5
“ <u>Remaining Infrastructure Items</u> ”	17
“ <u>Space Lease</u> ”	8
“ <u>NF/FS</u> ”	17
“ <u>Irregular Works</u> ”	14
“ <u>Payment Prohibited</u> ”	25
“ <u>Party</u> ”	5
“ <u>Parties</u> ”	5
“ <u>Operating Procedures</u> ”	9
“ <u>RAN Sharing</u> ”	13
“ <u>Regulation</u> ”	26
“ <u>RAN Sharing Consideration Base</u> ”	13
“ <u>Considerations</u> ”	15
“ <u>Rent Transfer</u> ”	15
“ <u>Regularization Cost Increase Pass-Through</u> ”	16
“ <u>Arbitral Tribunal</u> ”	26

## CLAUSE 2 - PURPOSE

**Clause 2.1. Space Rental.** The purpose of this Agreement is the lease of spaces in the Infrastructure Items owned and/or held by Contractor, as listed in Exhibit 1, for the installation of the Equipment of Principal and its Affiliates, without resulting in a direct or indirect transfer of property and/or ownership of such Infrastructure “Space Lease”).

**Clause 2.2. Consideration.** The Space Lease provided for in this Agreement will be remunerated individually for each Infrastructure Item, according to the metrics, values and conditions set out in Exhibit 2 in and Clause 8.1, and must comply with the Operating Procedures detailed in Exhibit 3.

**Clause 2.3. Scope of the Space Lease.** The provisions in this Agreement apply only and solely to the Infrastructure Items listed in Exhibit 1, so that any agreements or other instruments entered into or that may be entered into by the Parties and/or their Affiliates and which have a purpose similar to that of the this Agreement, will remain (or will become, as the case may be) in force in accordance with their respective terms and conditions.

### CLAUSE 3 - EXHIBITS

**Clause 3.1. Exhibits.** The following exhibits (together, the “Exhibits”) are part to this Agreement, as if they were transcribed herein:

3.1.1 List of Exhibits:

- a. Exhibit 1 — List of Infrastructure Items contracted;
- b. Exhibit 2 — Consideration;
- c. Exhibit 3 — Minimum Requirements for Operating Procedures (“Operating Procedures”);
- d. Exhibit 4 — Form;
- e. Exhibit 5 — Letter Indicating the Current Account; and
- f. Exhibit 6 — RAN Sharing leases.

3.1.2 In the event of any divergence between the Exhibits and this Agreement, the provisions in this Agreement shall prevail.

3.1.3 The content and form of the exhibits will be kept up to date by mutual agreement between the Parties, subject to the provisions of this Agreement, provided that Contractor may update Exhibit 5 unilaterally, at its sole discretion.

### CLAUSE 4 - SPACE LEASE

**Clause 4.1. Right of First Refusal of Excess Space.** Contractor hereby grants, in an irrevocable and irreversible manner, the right of first refusal to Principal and any of its Affiliates to lease additional space in Infrastructure Items whose Excess Space is equal to or less than five (5) square meters, in order to allow the expansion of the Equipment of Principal and/or its Affiliates already installed or for the installation of new Equipment necessary to provide the telecommunications services of Principal or its Affiliates (“Right of First Refusal of Excess Space”).

4.1.1 For the avoidance of doubt: (i) in the event that Contractor receives a request for New Third Party Sharing that, if implemented, will reduce the Excess Space in any Infrastructure Item to an area equal to or less than five (5) square meters, the Right of First Refusal of Excess Space will apply to such New Third Party Sharing, and (ii) the Right of First Refusal of Excess Space shall be exercised by Principal only once for each Infrastructure Item, upon receipt of the notification referred to in Clause 4.1.3.

4.1.2 If Contractor (i) exercises the Right of First Refusal of Excess Space, as established in Clause 4.1 above, or (ii) otherwise, even if not subject to the Right of First Refusal of Excess Space, requests the expansion of the respective occupied area and/or the load of the respective Equipment, the Space Lease in relation to the Excess Spaces subject matter of said exercise or expansion will be subject to the payment of the Additional Consideration related to the expansion of the space, as established in Exhibit 2. In the event of exercise of the Right of First Refusal of Excess Space, Contractor may not deny the expansion of the Space Lease of such Infrastructure Item to Principal and its Affiliates under any circumstances, except in cases where such expansion is in disagreement with the terms of this Agreement, subject, in any case, to the provisions of Clause 4.1 above.

4.1.3 If Contractor receives a request for a New Third-Party Sharing referring to a specific Infrastructure Item whose Excess Space is equal to or less than five (5) square meters and, therefore, is subject to the Right of First Refusal of Excess Space, Contractor must deliver a notification to Principal,

for the latter to inform, within ten (10) Business Days of receipt of such notification, if Principal: (i) wishes to exercise the Right of First Refusal of Excess Space; or (ii) does not wish to exercise the Right of First Refusal of Excess Space, being agreed that the silence or the untimely sending of the notification of its right of first refusal will be interpreted as a decision not to exercise the Right of First Refusal of Excess Space.

4.1.4 Contractor shall guarantee the availability of Excess Spaces subject to the Right of First Refusal of Excess Space in accordance with the provisions above, provided that (i) there is technical feasibility of the installation project in the respective Infrastructure Item; and (ii) Principal fully bears any investments of Contractor necessary for that purpose; provided that any applicable costs (including, but not limited to, the cost of structural analysis) are duly, formally and previously approved by Principal.

4.1.5 For the avoidance of doubt, Contractor will have no obligation to ensure or guarantee availability of Excess Space in Infrastructure Items in relation to which the Right of Refusal of Excess Space has already been exercised or waived pursuant to this CLAUSE 4.

**Clause 4.2. Request Forms.** New requests for expansion or reduction regarding each Infrastructure Item indicated in Exhibit 1 to this Agreement shall be agreed upon by the Parties, in writing, through a Space Lease Form (“Form”), according to the model contained in Exhibit 4 and are subject to the provisions of Clause 6.1.6 below for cases of expansion.

4.2.1 For the avoidance of doubt: (i) the mere replacement of Equipment, as long as it does not represent the need to expand the respective occupied area and/or the load of the respective Equipment, shall not constitute a new request for the purposes of Clause 4.2 above, and (ii) any request by Principal that causes expansion of the respective occupied area and/or the load of the respective Equipment will be considered a new request for service purposes, and it will imply Additional Consideration under the terms of Clause below and Exhibit 2.

4.2.2 If Principal submits a request for expansion / Lease of Excess Space (or exercises the Right of First Refusal of Excess Space) in relation to an Infrastructure Item in relation to which, in Contractor's reasoned understanding, there is a reasonable risk of declaring an Irreversible Situation, Contractor reserves the right to condition the acceptance of such requests and/or exercise to the assumption, by Contractor, of the obligation indicated in Clause 8.5.2.

**Clause 4.3. Reforms and Adjustments.** Principal shall design, execute, contract and inspect the reforms and adaptations necessary for the installation of its Equipment, in accordance with Contractor's criteria and specifications, with all expenses being borne exclusively by Principal, provided that these expenses do not relate to maintenance and repair of the Infrastructure Items (which will be the responsibility of Contractor).

**Clause 4.4. Right of Retention.** Upon termination of this Agreement, for any reason, Principal will not be entitled to retain or be indemnified for any improvements made to the Infrastructure Items, which will be incorporated into the Infrastructure Items and/or the land or properties on which said Infrastructure Items are located/installed, subject to the provisions of Clause 4.4.1 below.

4.4.1 Without prejudice to the provisions of Clause 4.4 above, at the end of the term of this Agreement, Principal shall have the right to remove the Equipment installed in the Infrastructure Items and that are exclusively owned by Principal, provided that (i) Contractor shall grant Principal access to the Infrastructure Items, without any charge or additional cost, subject to the terms and conditions provided herein, as applicable, and (ii) all costs and expenses related to the removal of Principal's Equipment will be borne exclusively by Principal.

**Clause 4.5. Lease Agreements.** The Parties agree to be bound by the rights and obligations contained in this Agreement and shall comply, where applicable, with the terms and conditions contained in the Lease Agreements.

## CLAUSE 5 - COMMON OBLIGATIONS OF THE PARTIES



**Clause 5.1. Common Obligations.** In addition to other obligations provided for in this Agreement, the Parties undertake to fulfill and comply with the following commitments, as applicable:

5.1.1 Communicate to the other Party, immediately after identification, any relevant abnormalities or changes detected to the Infrastructure Items and/or the Equipment of Principal and its Affiliates, as the case may be, that may affect the rights of the other Party and/or third parties, and such communications shall be in writing within twenty-four (24) hours after the verbal communication to the other Party.

5.1.2 Correct, within the maximum period of seventy-two (72) hours and at its own expense, any interference that may be caused by the equipment under its responsibility (including the Equipment of Principal and its Affiliates), to the systems of the other Party or third parties under this Agreement or other sharing agreements with third parties.

5.1.3 Maintain, when technically possible, the equipment under its responsibility (including the Equipment of Principal and its Affiliates) installed within each Infrastructure Item in separate environments and with independent access.

## **CLAUSE 6 - CONTRACTOR'S OBLIGATIONS**

**Clause 6.1. Contractor's Obligations.** Contractor's Obligations include, in addition to others provided for in this Agreement:

6.1.1 Provide Principal, under this Agreement (and subject to the terms of the Lease Agreements), with the Space Lease, in accordance with the procedure and term agreed between the Parties.

6.1.2 Grant free and unconditional access, at any time and day, twenty-four (24) hours a day, three hundred and sixty-five (365) days a year, to the Infrastructure Items in which Space is leased by Principal or its Affiliates, provided that this is permitted by the terms of the Lease Agreements, to Principal's professionals and/or representatives, as duly identified and accredited, so that they proceed with the installation, maintenance, conservation and repair in the Equipment of Principal and its Affiliates, provided that Principal shall comply with the procedures for accessing the Infrastructure Items previously and formally informed by Contractor.

6.1.3 Inform Principal in advance of any changes to its operating and safety procedures.

6.1.4 Provide Principal, within five (5) days, counted from the date of receipt of such request, with the information and documents that are in its possession and that are necessary to obtain any licenses and permits, as well as any other documents required by the applicable legislation for that purpose.

6.1.5 Except for corrective maintenance, Contractor shall previously communicate to Principal, within a maximum period of seventy-two (72) hours, of any interruptions in the power supply or air conditioning, due to the need of maintenance of the Infrastructure Items, in case electricity or air conditioning have been contracted and are the responsibility of Contractor and/or its Affiliates with respect to such Infrastructure Item.

6.1.6 Verify, within thirty (30) days from the date of each request sent by Principal in this regard, the feasibility and technical availability of the Infrastructure Items in relation to requests that may be sent by Principal under the terms of Clause 4.2.1.

6.1.7 Maintain, at its expense for the entire term of this Agreement, with a first-rate insurance company, general and professional liability insurance and operating risk insurance for the Infrastructure Items subject matter of this Agreement and provide Principal, if so requested and in good faith, a copy of the respective policies contracted within thirty (30) days from the date of such request.

6.1.8 Be liable for the payment of any expenses resulting from fines or infractions to which it gives rise, as of the date of execution of this Agreement, for non-compliance with any laws, decrees or regulations that may affect the Infrastructure Items subject matter of this Agreement, except if (i) such expenses result from the absence of any license that is the obligation of Principal and/or its Affiliates, (ii) such expenses result from any facts, acts or omissions prior to the Closing Date; or (iii) Principal and/or its Affiliates are required to bear such expenses in accordance with this Agreement or the Sale and Purchase Agreement.

6.1.9 Bear, when requesting any licenses, permits, certificates and any other documents required for the execution and legalization of the facilities, equipment, works or services under its liability, including, but not limited to, the Infrastructure Items, all expenses arising from such request, as well as be liable for such request with the Governmental Authorities, except in the cases in which Principal and/or its Affiliates are required to bear such expenses and/or implement such procedures, in accordance with this Agreement or the Sale and Purchase Agreement.

6.1.10 Be liable for any direct damage that may be caused by its representatives, employees, workers, agents or contractors to the Equipment, assets and/or facilities of Principal and/or its Affiliates, as provided such damage is duly proven, subject to the provisions of this Agreement.

6.1.11 Keep Principal's Equipment free from any radio frequency interference, under penalty of bearing all costs arising therefrom, provided, however, that nothing in this Agreement shall compel Contractor to bear any costs related to radio frequency interference caused by facts, acts, omissions or circumstances prior to the Closing Date, which shall be fully borne by Principal, provided that such costs are duly proven by Contractor through technically substantiated reports.

6.1.12 Correct, at its expense, within seventy-two (72) hours, counted from the date of receipt of a written notification to this end, any interferences that its equipment or third party equipment under its liability is causing to the Equipment of Principal and its Affiliates installed in the Infrastructure Items, provided that the notification indicated in this Clause must contain reasonable details of the interferences to be corrected.

6.1.13 Observe and comply with the Operating Procedures, as provided for in this Agreement.

6.1.14 Be liable for the execution and payment of expenses resulting from repairs for conservation and corrective and preventive maintenance of the premises, installations and other tools associated with the use of the contracted Infrastructure Items, except in the cases in which Principal and/or its Affiliates are required to bear such expenses and/or implement such procedures in accordance with this Agreement or the Sale and Purchase Agreement.

## **CLAUSE 7 - PRINCIPAL'S OBLIGATIONS**

**Clause 7.1. Principal's Obligations.** Contractor's Obligations include, in addition to others provided for in this Agreement:

7.1.1 Formalize the new uses of the Infrastructure Items by means of a correctly completed Form, with the specifications, technical data, usage characteristics, installation project and other required information, pursuant to Clause 4.2 of this Agreement.

7.1.2 Provide all clarifications and technical information on the Space Lease and the Equipment belong to Principal and its Affiliates, which may be requested by Contractor.

7.1.3 Not to assign, transfer, donate, exchange, sublease, encumber, pledge as security, lend for use, negotiate or lend, at any title, the spaces leased in the Infrastructure Items subject matter of this Agreement, totally or partially, without the prior written consent of Contractor, except as set forth in Clause 13.1.

- a. Without prejudice to the provisions set forth above, the sharing of Equipment, access network and spectrum ("RAN Sharing") may be performed by Principal with other telecommunications

operators, upon payment, for each Infrastructure Item with RAN Sharing, of the Base Consideration for RAN Sharing per operator, as provided in Exhibit 2 (“Base Consideration for RAN Sharing”).

- b. On the date hereof, Principal represents that there are fifty-four (54) Infrastructure Items with RAN Sharing leases (representing a total of sixty-five (65) cases of RAN Sharing), as listed in Exhibit 6, which are hereby considered authorized by Contractor and on which the Base Consideration for RAN Sharing will apply.
- c. Any additional RAN Sharing leases to be made by Principal with other telecommunications operators will be subject to (i) Base Consideration for RAN Sharing, pursuant to Exhibit 2; and (ii) the notification procedures provided for in Clause 7.1.18.

7.1.4 Execute, at its expense, any works, services or facilities necessary for the use, installation and/or expansion of Equipment in the Infrastructure Items, provided that Contractor's prior written consent is obtained, accompanied by presentation and approval of the applicable technical projects, provided that if Principal does not respond within five (5) Business Days of receiving the request for approval sent under the terms above, then the works, services or facilities mentioned in the communication sent by Principal will be considered accepted for all purposes of this Agreement.

7.1.5 Ensure Contractor the right to inspect, by itself or by its duly accredited representatives and together with representatives or employees of Principal and/or its Affiliates, by giving notice at least five (5) days in advance, the works, services and installations carried out or in progress, related to the use, installation and/or expansion of Equipment in the Infrastructure Items contracted, in order to check if the obligations undertaken by Principal are being fulfilled.

7.1.6 Maintain, at its expense and throughout the term of this Agreement, with the first-rate insurance company, general and professional liability insurance and operating risk insurance for the facilities and installed equipment held by Principal, which are allocated or located in the Infrastructure Items contracted, with adequate coverage, and provide Contractor, if so requested in good faith, with a copy of the respective policies contracted within thirty (30) days from such request.

7.1.7 Inform Contractor, at least seven (7) days in advance, the date, location and conditions of arrival of Equipment and other related materials to be installed, allocated and/or destined for Space Lease in the Infrastructure Items by Principal and, if applicable, its Affiliates, except in cases of need for installation or emergency use, in which case the aforementioned period of seven (7) days will be reduced, upon reasoned justification by Principal, to two (2) Business Days.

7.1.8 Be liable for the payment of any expenses arising from fines or infractions that it gives rise to due to noncompliance with any laws, decrees or regulations, as they may be levied on (i) its Equipment and service provided; and/or (ii) provided they are exclusively attributable to Principal, on the Infrastructure Items subject matter of this Agreement, without prejudice to the relevant rights and obligations stipulated in the Sale and Purchase Agreement.

7.1.9 Bear all expenses resulting from obtaining, as well as the liability for requesting from the Governmental Authorities, any licenses, permits, certifications, exemptions and any other documents required for the execution and legalization of its Equipment, installations, works and/or services that are under its liability, including, but not limited to, the Equipment of Principal and its Affiliates.

7.1.10 Do not put any advertising or communication materials of an institutional or marketing nature in the Infrastructure Items without the prior written authorization of Contractor.

7.1.11 Maintain and observe, in relation to its Equipment installed in the Infrastructure Items and throughout the term of this Agreement, all licenses, permits, exemptions and other certificates related or

required for the operation of its Equipment and those of its Affiliates, as required by pertinent law, including, but not limited to, the requirements in the regulation established by ANATEL.

7.1.12 Require visible identification of its representatives, employees, workers, agents or contractors, in compliance with the provisions of this Agreement, to be allowed to enter and circulate at Contractor's premises, including the Infrastructure Items.

7.1.13 Be liable for any direct damage that may be caused by its representatives, managers, employees, workers, agents or contractors, provided such damage is duly proven, subject to the provisions of this Agreement.

7.1.14 Observe and comply with the access and security procedures related to the premises where the Infrastructure Items and other facilities of Contractor are located.

7.1.15 Observe and comply with the Operating Procedures, as provided for in this Agreement.

7.1.16 Install, allocate and assign to (as well as allow the installation, allocation or assignment only in) the Infrastructure Items, Equipment and materials that have been duly approved and licensed by ANATEL, under the terms provided for in the applicable legislation.

7.1.17 Eliminate, at its expense, undue interference caused by its Equipment in the Infrastructure Items and other equipment of Contractor or third parties previously installed or allocated in the Infrastructure Items within seventy-two (72) hours counted from the receipt of a written notification from Contractor in this regard, provided that the notification provided for in this Clause must contain reasonable details of the interference to be corrected.

7.1.18 Notify Contractor fifteen (15) days in advance of the intention to enter into additional RAN Sharing leases and provide the applicable supporting documentation.

7.1.19 Be liable for any direct damage that may be caused in any of the Infrastructure Items by the telecommunications operators that have carried out RAN Sharing with Principal and/or its Affiliates, provided they are duly proven, subject to the provisions hereof.

7.1.20 Be liable to Contractor for the use of Infrastructure Items by its Affiliates, in compliance with the terms and conditions established in this Agreement, and undertake to indemnify Contractor for any noncompliance by its Affiliates with the terms and conditions set forth in this Agreement.

**Clause 7.2. Irregular Works, Installations and Services.** Without prejudice to Clause 7.1.4 above, in the event that the services, facilities and/or works performed by Principal under this Agreement are in disagreement with their technical implementation projects (together, "Irregular Works"), then Contractor may request Principal that the Irregular Works be undone or redone, if said inadequacies of the Irregular Works imply any damage or imminent risk to the Infrastructure Items and/or its facilities, systems and other equipment allocated/installed there. On the other hand, if said inadequacies do not imply any damage or imminent risk to the Infrastructure Items and/or to its facilities, systems and other equipment allocated/installed there, it is hereby established that Principal, after being duly notified, will have a period of up to twenty (20) Business Days to carry out the due regularization and adaptation of the Irregular Works to their technical implementation projects.

7.2.1 All damages, costs and other expenses associated with the Irregular Works, as provided for in Clause 7.2 above, including those that are necessary for the undoing, redoing, adequacy and regularization of the Irregular Works, shall be the sole liability of Principal. In this regard, Principal undertakes to indemnify and keep Contractor harmless from any damage, costs and other expenses associated with the Irregular Works and that, for any reason, will be borne or incurred by Contractor and/or its Affiliates.

**Clause 7.3. Indemnification of the Sale and Purchase Agreement.** Nothing in the provisions of this Agreement shall impact, diminish, limit and/or impair, in any way, any of the indemnification obligations provided for in the Sale and Purchase Agreement, which will remain in full force and effect under the terms agreed therein. In addition, the terms and conditions in the Clauses of this Agreement shall not be construed, under any circumstances, as novation, modification and/or alteration of said indemnification obligations provided for in the Sale and Purchase Agreement, and any and all losses and damages incurred by Contractor pursuant to this Agreement will not be subject to the limits provided for in the Sale and Purchase Agreement, provided, however, that a loss in respect of which an indemnification will be duly paid under the terms of the Sale and Purchase Agreement, then such loss will not be indemnified again under this Agreement.

7.3.1 For the avoidance of doubt, and pursuant to Clause [10.2.3] of the Sale and Purchase Agreement, an Irreversible Situation may give rise to the application of the provisions of Clause 8.5 and also give rise to additional losses and damages, which will remain recoverable under the terms, limits and conditions of the Sale and Purchase Agreement.

## **CLAUSE 8 - PAYMENT AND ADJUSTMENT**

**Clause 8.1. Considerations.** In consideration for the Space Lease in the Infrastructure Items, Principal shall pay Contractor the amounts specified below, without prejudice, however, to the amounts due pursuant to Exhibit 2 and other considerations expressly provided for in this Agreement (together, the “Considerations”):

8.1.1 Principal shall pay the Base Consideration on a monthly basis, as set out in Exhibit 2 to this Agreement, which refers to the lease and use of space in each of the Infrastructure Items. On the date of execution of this Agreement, the total amount of the Base Consideration due by Principal to Contractor is provided for in Exhibit 2.

- a. Principal hereby acknowledges and agrees that (i) for each Infrastructure Item, the amount due by Contractor to the counterpart of the Lease Agreement related to the Infrastructure Item in question shall be added to the amount of the Base Consideration of such Infrastructure Item, according to the amounts stipulated in Exhibit 2 (“Rent Transfer”), subject to the provisions of Clause 8.1.4; and (ii) for certain Infrastructure Items, Contractor shall reimburse Principal for certain expenses; in any case, as set forth in Exhibit 2, without prejudice, however, to the provisions in Clause 8.1.4 below.
- b. As detailed in Exhibit 2, the Base Consideration will not be affected or decreased due to any requests from Principal that imply a reduction in the respective areas occupied in each Infrastructure Item.

8.1.2 In addition to the Base Consideration, Principal shall pay the Additional Consideration on a monthly basis, as set forth in Exhibit 2 to this Agreement, which will be applicable for all Infrastructure Items, should this be due by Principal hereunder.

8.1.3 In addition to the Base Consideration and the Additional Consideration (if applicable), Principal shall pay the Base Consideration for RAN Sharing on a monthly basis, as set forth in Exhibit 2 to this Agreement, which will be due (a) in relation to all Infrastructure Items with RAN Sharing leases made by Principal; and (b) by telecommunications operator with RAN Sharing in the Infrastructure Item, so that more than one monthly installment of Base Consideration for RAN Sharing per Infrastructure Item may be due, if Principal has performed RAN Sharing of such Infrastructure Item for more than one telecommunications operator, pursuant to Clause 7.1.3 above.

8.1.4 Without prejudice to the Considerations due under this Agreement, the Parties agree and covenant that the amount of Regularization Cost Increase determined in relation to one or more Infrastructure Items will be added in full to the Transfer Rent of the Infrastructure Item in question, provided that the

Regularization Cost Increase will be fully due by Principal, without applying any type of proportion or division with any other Persons (other than Principal and/or its Affiliates) who may have valid Space Leases in relation to the Infrastructure Item in question (“Regularization Cost Increase Pass-Through”).

- a. Exhibit 2 provides for (i) the Infrastructure Items in which the Regularization Cost Increase Pass-Through is due on the date hereof, as well as the amount due as Regularization Cost Increase Pass-Through for such Infrastructure Items; and (ii) a merely illustrative example of the calculation of the Regularization Cost Increase Pass-Through that may be due under the terms of Clause 8.1.4 above for a given Infrastructure Item.
- b. The Regularization Cost Increase Pass-Through will be due (i) while the Lease Agreement for the Infrastructure Item that caused the Regularization Cost Increase Pass-Through remains in force; (ii) in full, regardless of the number of days in the month in which (y) the Infrastructure Item was actually used by Principal and/or its Affiliates; and/or (z) the Equipment of Principal and/or its Affiliates were installed, allocated or located in the Infrastructure Item in question; and (iii) even if the Space Lease has been terminated for the Infrastructure Item in question (and/or the Equipment of Principal and/or its Affiliates are no longer installed, allocated or located in such Infrastructure Item).
- c. Principal hereby acknowledges and agrees that the Regularization Cost Increase Pass-Through will be applied regardless of the number of Infrastructure Items that may be the object of a Regularization Cost Increase.

**Clause 8.2. Payment of the Considerations.** The Considerations related to the Infrastructure Items provided for in Exhibit 1 will be due by Principal as of the date of execution of this Agreement and, in the case of leases of additional space in the Infrastructure Items, from the first day of availability thereof, by Contractor, of the additional space leased in the Infrastructure Items.

8.2.1 Subject to the provisions of Clause 8.1.4 above, the Base Consideration to be paid in return for the use and Space Lease of each Infrastructure Item will be proportional to the number of days in the month in which (i) this Infrastructure Item was effectively used Principal and/or its Affiliates; and/or (ii) Equipment of Principal and/or its Affiliates were installed, allocated or located in the Infrastructure Item in question, by taking into account, for this calculation, that each month is always composed of thirty (30) consecutive days.

8.2.2 The Considerations and the prices provided for in Exhibit 2 will be adjusted every twelve (12) months or less, provided that there is no legal impediment, counted from the date of execution of this Agreement, by the positive variation of the Adjustment Index and, for the avoidance of doubt, provided that the Rent Transfer and the Regularization Cost Increase Pass-Through will be subject to the amount effectively due to the Counterparty in the Lease Agreement and the adjustments provided for therein.

8.2.3 Principal will be liable for and shall bear all Considerations due by its Affiliates under the terms of this Agreement, including those resulting from the Space Lease.

**Clause 8.3. Tax Liability.** Principal shall bear the financial burden of any Taxes that are levied or will be levied on the object of this Agreement and associated procedures, including PIS, COFINS or other Tax, contribution or charge of this nature, in accordance with the provisions of federal, state and local tax laws.

8.3.1 The applicable percentages or the calculated amounts of the Taxes, social contributions and charges mentioned above will be charged to Principal, together with the Considerations and other payments related to the Space Lease, so that the amounts receivable by Contractor are net of said Taxes.

**Clause 8.4. Electricity.** Principal shall contract electricity directly from the local electricity utility company or provide its own energy generators in relation to all its Equipment and/or those of its Affiliates. Contractor

will be responsible for providing electricity to its tenants after the Closing Date, subject to the terms of the Clause below:

8.4.1 In situations in which, prior to the Closing Date, Contractor supplied electricity to other lessees of the Infrastructure Items, Contractor shall use its best efforts to make these lessees directly contract the supply of electricity. For the cases above, Contractor further undertakes to charge the other lessees of the Infrastructure Items for electricity costs related to the consumption of said lessees that were incurred directly by Principal and to reimburse such amounts to Principal. If such refund is not made, Principal is hereby authorized to offset said amount against any payments due by Principal to Contractor as a result of this Agreement.

**Clause 8.5. Guaranteed Consideration.** Without prejudice to the Considerations and other applicable payments, as provided for herein, Principal hereby acknowledges and agrees that in the event of an Irreversible Situation, the amount of the Base Consideration (added, if applicable, to the Additional Consideration as provided for in Clause 8.5.2) in relation to the Infrastructure Item(s) subject to the Irreversible Situation will be (i) divided by the total number of Infrastructure Items subject matter of this Agreement, excluding those that are the object of the Irreversible Situation (the “Remaining Infrastructure Items”), and (ii) the result of such division will be added to the value of the Base Consideration of the Remaining Infrastructure Items, so that the total amount due by Principal to Contractor remains equal to the amount that would be due if such an Irreversible Situation had not occurred (“Consideration Dilution”).

8.5.1 The Consideration Dilution will remain applicable until the end of this Agreement, so that Contractor will be entitled, through the Consideration Dilution, to the original economic benefit that the Infrastructure Item object of the Irreversible Situation should provide to Contractor until the final term originally contracted and adjusted hereunder.

8.5.2 In situations where the Additional Consideration is due in order to enable the Additional Space Lease under the terms of Clause 4.2.2 above, then the Additional Consideration will be added to the Base Consideration for purposes of Consideration Dilution.

8.5.3 Exhibit 2 contains an example of a hypothetical calculation for the application of the Consideration Dilution.

8.5.4 Principal hereby acknowledges and agrees that (i) the Consideration Dilution will be applied regardless of the number of Infrastructure Items that may be the subject of an Irreversible Situation, (ii) the application of the Consideration Dilution was agreed between the Parties so as to fully allocate the risk of an Irreversible Situation to Principal, and (iii) the Consideration Dilution was an essential element for Buyer to enter into with Principal and its Affiliates the Sale and Purchase Agreement, by means of which Buyer indirectly acquired the Infrastructure Items of Contractor and its Affiliates.

## **CLAUSE 9 - BILLING**

**Clause 9.1. Infrastructure Billing Statement.** Until the first (1<sup>st</sup>) Business Day of each month, Contractor shall send to Principal, an electronic spreadsheet called “Infrastructure Billing Statement” in order for Principal to check and verify the leased/shared Infrastructure Items and the financial amount related to the Consideration due for the previous calendar month. Principal shall (a) confirm its agreement with the “Infrastructure Billing Statement” for that month; or (b) provide its comments and/or present its disagreements with the “Infrastructure Billing Statement” for that month, provided that Principal does so within fifteen (15) days after receiving such “Infrastructure Billing Statement”. The absence of a Principal’s statement within the period provided for above will be interpreted as Principal’s agreement in relation to all aspects of said “Infrastructure Billing Statement” for that month, subject to the provisions of Clause 8.2.2 above.

**Clause 9.2. Payment Date.** Subject to the provisions of Clause 8.1.4b above, the payment of the Considerations shall be made to Contractor until the due date indicated in the respective bills and/or invoices

issued by Contractor (“NF/FS”), which shall be issued and sent to Principal at least ten (10) days in advance of the due date, subject to the provisions of Clause 9.2.1.

9.2.1 In the event that Principal and/or its Affiliates lease space in more than one hundred (100) Infrastructure Items contracted, the NF/FS shall be issued and sent to Contractor at least fifteen (15) days in advance of their due dates.

9.2.2 Contractor may assign the credit rights related to this Agreement on a fiduciary basis, including those arising from the Considerations, regardless of Principal’s prior or later approval or consent. In the event of a fiduciary assignment of credit rights related to this Agreement by Contractor, Principal undertakes to make the payments due only in the bank account to be indicated in writing by Contractor in accordance with the letter that forms part of this Agreement according to the model contained in Exhibit 5.

9.2.3 If the term mentioned in Clause 9.2 or, if applicable, Clause 9.2.1, is not met, or even if the NF/FS and other collection documents present any errors and/or missing information as required by law or by this Agreement, then the Parties agree that the due dates indicated in the corresponding NF/FS will automatically be extended by the same number of days that the delivery of such NF/FS and other applicable collection documents was delayed, without any penalty on Principal.

## **CLAUSE 10 - PENALTIES**

**Clause 10.1. Default by Principal.** The Parties agree and covenant, without prejudice to the rights granted to Contractor in Clause 11.1 below, that any breach by Principal of its obligations provided for in this Agreement (including the non-payment of the Considerations on the due dates indicated in the respective NF/FS, as provided for in CLAUSE 9 above) will give rise to the following penalties, regardless of any prior notice or communication and without prejudice to any applicable losses and damages:

10.1.1. Default fine of two percent (2%) on the amount due to charged only once as of the day following the due date, without prejudice to the obligation to pay the full arrears;

10.1.2. Late-payment interest of one percent (1%) per month on the overdue amount, calculated pro rata die, accrued from the day after the due date until the date of the actual settlement of the debt; and

10.1.3. Adjustment for inflation calculated by the variation in the Adjustment Index, determined from the day after the due date until the date of the actual settlement of the debt.

**Clause 10.2. Exclusive Fault - Contractor.** During the term of this Agreement, if, due to Contractor's sole fault, (thus excluding facts attributed exclusively to third parties, including, but not limited to, Principal, its Affiliates, electricity utility companies and lessors in the Lease Agreements or beyond its control), Principal will be unable to access or use the spaces leased under the Space Lease of any of the Infrastructure Items in the manner provided for in this Agreement, and this affects or jeopardizes the quality and continuity of the services provided by Contractor, for a period longer than seventy-two (72) hours counted from the receipt of the notification sent by the Contractor in this sense, then Contractor will be required to pay a daily fine in the amount corresponding to the amount equivalent to 1/30 of the Considerations due by Principal in consideration for the Space Lease in the Infrastructure Item affected, limited to thirty (30) days. The fine mentioned in this Clause will not be due if the impossibility of using or accessing the Infrastructure Items results from (i) the terms of the Rental Leases in force, (ii) an act, fact or omission that occurred prior to the Closing Date (including the Irregularities of the Sites, as defined in the Sale and Purchase Agreement), (iii) an Irreversible Situation, (iv) unforeseeable circumstances or force majeure, under the terms of the applicable legislation.

## **CLAUSE 11 - TOTAL OR PARTIAL TERMINATION OF THE AGREEMENT**



**Clause 11.1. Termination.** This Agreement may only be terminated, in its entirety or in relation to one or more Infrastructure Items, in the following cases: (i) proven noncompliance with the Parties' obligations, as set forth in Clause 11.1.1 below, or (ii) as set forth in Clause 11.1.3 below.

11.1.1 In the event of material breach of this Agreement by either Party, the innocent Party may terminate this Agreement, by operation of law, in relation to the Infrastructure Item(s) object hereof and/or that is/are affected by the default, by simple notification in writing to the defaulting Party, provided that such default is not remedied by the defaulting Party within sixty (60) days from the date of the notification sent by the innocent Party (as provided for in CLAUSE 18) of the noncompliance in question, without prejudice to the Parties initiating the relevant procedure under Clause 20.3 below.

11.1.2 The Parties hereby acknowledge and agree that, except for Overload Irregularities not remedied by Contractor within twelve (12) months from the Closing Date (as defined and regulated in Clause 10.4 of the Sale and Purchase Agreement) that results in a breach of this Agreement, no event arising from an act, fact or omission occurring prior to the Closing Date (including the Irregularities of the Sites, as defined in the Sale and Purchase Agreement or an Irreversible Situation) may be used to characterize a breach of this Agreement.

11.1.3 This Agreement may also be terminated in its entirety by operation of law and without prejudice to compensation for any losses and damages to the innocent Party in the following cases:

- a. By Contractor, at its sole discretion, (i) in the event of adjudication of bankruptcy or even dissolution or liquidation of Principal, while Principal is Oi Móvel S.A. or any of its Affiliates, or (ii) in the event of adjudication of bankruptcy, a request for judicial or extrajudicial reorganization (except for Oi Judicial Reorganization currently underway), or even dissolution or liquidation of Contractor (in case Contractor ceases to be Oi Móvel S.A. or any of its Affiliates);
- b. by Principal, at its sole discretion, in the event of adjudication of bankruptcy, request for judicial or extrajudicial reorganization, or yet dissolution or liquidation of Contractor;
- c. by a judicial or arbitration decision that became final and unappealable;
- d. by the innocent Party, in the event of an attempt to assign this Agreement without the consent of the other Parties, subject to the provisions of Clause 13.1 hereof.

11.1.4 This Agreement may also be terminated by operation of law and without prejudice to compensation for losses and damages to the innocent Party, in relation to one or more Infrastructure Items, in the following cases:

- a. by Contractor, in relation to a given Infrastructure Item, in the event of (i) termination of the respective Lease Agreement that has not been caused by Contractor's contractual breach, or (ii) definitive expiration of the term of the Lease Agreement for the Infrastructure Item in question;
- a. by Contractor, in relation to a given Infrastructure Item, if an Irreversible Situation is configured in such Infrastructure Item, provided that the exercise of the right of termination in relation to said Infrastructure Item will not remove or otherwise affect the Consideration Dilution; and/or
- b. by Principal, in case the interference described in Clause 6.1.11 is not remedied within fifteen (15) Business Days of the notification in this sense sent to Contractor.

11.1.5 If this Agreement is terminated in its entirety or in relation to one or more Infrastructure Items due to Contractor's sole fault, the payment by Principal will not be due regarding any Consideration that would be due until the original expiration date provided for in Clause 17.1 of this Agreement, in which case

the payment of any amounts referring to the period in which the lease and effective use of the space leased pursuant to this Agreement took place and which have not yet been paid.

11.1.6 When the termination affects only part of the Infrastructure Items covered by this Agreement, without compromising the maintenance of the legal relationship under the terms set forth herein in relation to the other Infrastructure Items, the effects of such termination will be partial, and the Agreement will remain valid and effective, where applicable, for the other Infrastructure Items not affected by the assumptions described above.

11.1.7 If Contractor becomes aware that an Infrastructure Item is at risk of being extinguished, Contractor shall notify Principal to jointly discuss the possibility of reallocating Principal's Equipment to another telecommunications site. Principal may, at its sole discretion, choose whether or not to relocate and, if the Parties agree upon such relocation, the terms and conditions of this Agreement will apply to the new site, by completing and signing a Form under the terms set forth herein, *mutatis mutandis*.

## CLAUSE 12 - MISCELLANEOUS

**Clause 12.1. Entire Agreement.** This Agreement revokes and fully replaces any instruments previously executed between the Parties with the same purpose contracted exclusively in relation to the Infrastructure Items indicated in Exhibit 1 hereto, it being agreed that all agreements previously executed by the Parties or by the Parties and their Affiliates having as purpose other sites or infrastructure items will remain in full force and effect in accordance with their terms and conditions.

**Clause 12.2. Waiver.** Any tolerance and/or non-exercise, by either Party, of the its right or faculty by operation of this Agreement, or any agreement with any delay in fulfilling the obligations of the other Party, will not affect those rights or faculties that may be exercised, at any time, at the sole discretion of the Party that owns them, nor will it change the conditions set out in this Agreement, therefore not configuring novation.

**Clause 12.3. Damage.** Provided their fault and/or intent is proven, each Party will be exclusively and fully liable for compensation of any direct damages caused to another Party, except in the event of Force Majeure or Acts of God, pursuant to article 393, sole paragraph, of the Civil Code. Neither Party will be liable to the other Party for any indirect damages, moral damages, lost profits, loss of business opportunity or commercial failures of the other Party.

12.3.1 Without prejudice to the foregoing, the Party that causes any damage, and its fault and/or intent is proven, to the facilities and Equipment of the other Party or third parties, including in the pre-installation, installation, operation and decommissioning phases, will be solely and fully liable for compensation of such damages, limited to the replacement value of the equipment and facilities actually damaged, not being responsible for any other damage, loss or value.

12.3.2 The provisions in this Clause shall not impact, diminish, limit and/or impair, in any way, any of the indemnification obligations provided for in the Sale and Purchase Agreement, which remain in full force and effect under the terms agreed therein, nor shall they be interpreted, in any event, as novation, modification and/or alteration of said indemnification obligations provided for in the and Sale and Purchase Agreement.

**Clause 12.4. Acts of God and Force Majeure.** Acts of God or Force Majeure events shall be exempt from liability pursuant to Article 393 of the Civil Code.

12.4.1 The Party affected by an Act of God or Force Majeure shall immediately notify the other Party of the occurrence of the fact in question and the estimated period during which such Party will be unable to comply with or be required to delay the performance of its obligations under this Agreement.

12.4.2 Once the effects of Act of God or Force Majeure event have ceased, the affected Party shall immediately notify the other Party of this fact, restoring the original situation.

12.4.3 If the occurrence of an Act of God or Force Majeure only partially impairs the performance of any obligations under this Agreement by one of the Parties, the affected Party shall fulfill the obligations that have not been affected by the occurrence of such Act of God or Force Majeure.

**Clause 12.5. Employer Liability.** Each Party is fully liable as the sole employer, and must therefore fulfill all its social and labor obligations, including salaries, social benefits, bonuses, social and social security charges, severance payments and indemnities and any other labor rights, as well as other expenses such as daily allowances, transportation, accommodation and meals for its employees or agents, with no jointly and several liability existing between the Parties in respect thereof.

**Clause 12.6. Access Procedure.** Without prejudice to the provisions of Clause 7.2 above, if the services, installations and/or works performed by Principal are proven to imply disobedience to the procedures for accessing Contractor's premises, to be previously and formally informed, or yet if they violate the security of persons or property of Contractor and/or third parties, then Contractor may order to undo, redo or suspend such services, installations or works, provided that, under no circumstances, Contractor's lack of inspection or pronouncement will relieve Principal from its responsibilities.

**Clause 12.7. Planning and Execution.** The Parties will be responsible for planning and executing all activities that, by means of this Agreement or normative decisions of the competent Governmental Authority, are imposed on them, in order to properly protect the workers and/or employees of both Parties and/or against accidents, as well as to prevent damage to the property of the Parties and/or third parties.

**Clause 12.8. Repairs.** Requests for any repairs covered under this Agreement must be included in the Operating Procedures and must be forwarded to Contractor through the procedures set out in Exhibit 3.

**Clause 12.9. Notices.** Notices, notifications, reports and other communications related to this Agreement shall be, unless specifically and expressly provided otherwise herein, made in writing and submitted in person, or sent by mail and/or e-mail, with proof of receipt, to the addresses and recipients provided for below, subject to the rules set out in Clause 18.1, *et seq*:

*If to Contractor:*

[=]

*If to Principal:*

[=]

**Clause 12.10. Other Service Agreements.** The provision of any other services using the Infrastructure Items described in Exhibit 1 of this Agreement will be carried out by executing a specific agreement between the Parties, in compliance with the rules in force for the intended services.

**Clause 12.11. Liability.** The Parties agree that Contractor shall not be liable for any interruption in the supply of electricity related to the Space Leases subject matter of this Agreement, which is the liability of the electricity utility company or supplier.

12.1.1 In any event, Contractor will not be liable for any interruption in the supply of electricity for the Space Leases in case of preventive maintenance previously informed to Principal, or in case of any interruption due to failures of the utility company responsible for supplying electricity for the Infrastructure Items.

**Clause 12.12.** The Parties represent that compliance with the quality parameters and obligations associated with the concessions, permissions or authorizations granted by the granting authority for the provision of the respective telecommunications services by Principal must not be compromised by the obligations agreed upon herein, always subject to the principles of strict good faith.

**Clause 12.13. Atypical Relationship.** The Parties acknowledge that, for the regulation of this Agreement, the conditions freely agreed upon between the Parties herein will prevail, and the Parties expressly and irrevocably recognize that (i) the contractual review intended to reduce the price related to the monthly use of each Infrastructure Item established will not be allowed during the term of this Instrument; (ii) the renewal of this Agreement may take place under the terms of Clause 17.1.1 below. For all legal purposes, exclusively with regard to the provisions of items “(i)” and “(ii)” of this Clause, the Parties acknowledge that this leasing relationship will be considered atypical and the events of termination of this Agreement will be only those set forth in CLAUSE 11 above.

**Clause 12.14. Guarantee.** Guarantor enters into this Agreement as guarantor, joint and several debtor and principal payer of all obligations undertaken by Principal under this Agreement, and grant a personal guarantee in the form of a suretyship in favor of Contractor.

12.14.1 Guarantor’s obligations undertaken herein will not be affected by any acts or omissions that could exempt Guarantor from its obligations or affect them, including, but not limited due to: (a) any extension of term or agreement between the Parties; (b) any novation or non-exercise of any right of Contractor; and (c) any limitation or disability, including arising from a request for extrajudicial reorganization, a request for judicial reorganization, intervention or bankruptcy.

12.14.2 Guarantor expressly waives, in an irrevocable and irreversible manner, the benefits of order, division, rights and exemption powers of any nature provided for in articles 333, sole paragraph, 365, 366, 368, 821, 824, 827, 834, 835, 837, 838 and 839, all of the Civil Code, and articles 130 and 794 of the Brazilian Code of Civil Procedure.

12.14.3 Guarantor hereby expressly waives the right to subrogate to the Contractor’s credit rights, if it will honor, in whole or in part, the Principal’s obligation under this Agreement.

12.14.4 This suretyship is provided by Guarantor on an irrevocable and irreversible basis, and it will enter into force on the date of execution of this Agreement, remaining valid in all its terms until full payment of all the obligations guaranteed by it hereunder and in accordance with Article 818 of the Civil Code.

12.14.5 Guarantor hereby acknowledges that the suretyship is provided for a term of two hundred and forty (240) months, which may be extended for another two hundred and forty (240) months in the event of beginning of foreclosure of the guarantees and therefore, article 835 of the Civil Code shall not apply.

12.14.6 In view of the suretyship provided herein, Principal undertakes to file this Agreement and any amendments thereto with the competent Registers of Titles and Documents within five (5) Business Days from the date of execution of this Agreement or within five (5) Business Days from the date of any such amendments, as the case may be.

**Clause 12.15. Merger of Principal.** Subject to the provisions of Clause 13.1.1 below, no provision in this Agreement shall be interpreted or construed as a limitation, express or implied, to a company merger, pursuant to article 223 of Law 6,404 of 1976, of Principal by Guarantor, provided that after the conclusion of such merger, all obligations of Principal under this Agreement will be succeeded by Guarantor.

## **CLAUSE 13 - ASSIGNMENT, TRANSFER AND SUBROGATION**

**Clause 13.1. Assignment, Transfer and Subrogation.** Except as provided for in this Agreement, neither Party may assign or otherwise transfer, in whole or in part, this Agreement or any rights arising therefrom without the prior and express written consent of the other Party. However, regardless of prior or subsequent

approval, upon mere notification, the assignment and/or transfer of the Agreement will be permitted to Affiliates, subject, in any event, to the applicable regulations, provided that (i) the assignee company has sufficient capacity to honor the obligations provided for in this Agreement, and (ii) assignor and assignee remain jointly and severally liable for complying with the obligations provided for herein, except in the event provided for in Clause 13.1.1 below.

13.1.1 The Parties acknowledge and agree that, in the event of a contribution by Principal of all or a substantial part of its mobile telephony assets to the share capital of other entity or entities to be subsequently sold as an isolated production unit, or otherwise of a transfer of said assets in preparation for sale thereof as an isolated production unit: (i) this Agreement shall form part of said isolated production unit and be assigned to the entity or entities that will receive part or all of Principal's mobile telephony assets, and (ii) upon conclusion of the sale of said entity or entities to a third party, as an isolated production unit, the obligations undertaken by Guarantor in this Agreement will be automatically extinguished.

13.1.2 The Parties agree that, in any case of change of Control, directly or indirectly, of Contractor or of Principal, this Agreement will remain in full force, especially regarding the obligations of Principal related to the Space Leases in the Infrastructure Items and to pay the Consideration and other amounts due under this Agreement, as well as regarding Contractor's obligation to lease spaces in the Infrastructure Items to Principal hereunder, including in the event that a change in Control arises from an eventual exclusion by guarantee creditors of Contractor's shares, provided that Contractor continues to have sufficient capacity to honor its obligations as provided for herein.

13.1.3 This Agreement binds the Parties for themselves and by their successors.

13.1.4 In case of transfer of Principal's grant for the provision of telecommunications services, the succeeding entity is subrogated in all rights and obligations undertaken in this Agreement.

#### **CLAUSE 14 - ASSIGNMENT OF CREDIT RIGHTS**

**Clause 14.1. Assignment of Credit.** Principal is fully aware of and agrees that Contractor may raise, in the financial and/or capital market, funds by assigning its credit rights arising from the Space Lease subject matter of this Agreement, in accordance with the provisions of article 286 of the Civil Code, provided that Contractor remains the unquestionable holder of the other rights and all obligations undertaken under this Agreement.

#### **CLAUSE 15 - CONFIDENTIALITY**

**Clause 15.1. Confidentiality.** As of the date hereof and for a period of two (2) years from the date on which this Agreement is no longer in force for any reason, the Parties undertake to keep the secrecy and restricted the use to the performance of this Agreement of all information related to technical, operating, commercial, legal and financial aspects of the other Parties to which they have access as a result of the performance of this Agreement.

15.1.1 The confidentiality obligations set out above will not apply to any information disclosed by the disclosing Party, provided that such information:

- a. is made available to the general public or has become, after its disclosure, part of the public domain through publication or by any other means, without any fault by the receiving Party in respect thereto;
- b. becomes public domain, after receipt thereof by the receiving Party, for reasons not attributable to the receiving Party's actions or omissions;

- c. was already known to the receiving Party prior to its disclosure by the disclosing Party, and therefore it has not been acquired, directly or indirectly, from the disclosing Party and/or any third party that is under no obligation of confidentiality to the disclosing Party;
- d. was acquired, after disclosure thereof, in good faith, without any restriction of confidentiality, from a third party that is not bound by any confidentiality provision with the disclosing Party;
- e. is no longer treated as confidential by the disclosing Party, as so communicated in writing by the disclosing Party; and/or
- f. is required from the receiving Party by a Governmental Authority or any self-regulatory entity having jurisdiction over the Party (including, for the avoidance of doubt, any requests for information in the scope of due diligence, inspections or verifications carried out in the ordinary course of business, having as scope the activities and businesses of said Party), limited, in any case, to what is strictly necessary, provided that the receiving Party informs the disclosing Party in advance or immediately, if possible, of the need for such disclosure, so that the disclosing Party can take the applicable measures with the applicable Governmental Authority (or self-regulatory entity) that prevent disclosure of such information.

15.1.2 The Confidential Information related to this Agreement may be disclosed to Affiliates of the Parties and/or to investors, co-investors, creditors, potential buyers and managers of the Parties, to the strict extent of their need and provided that they are also previously required to guarantee the confidentiality of the information disclosed.

15.1.3 Contractor is hereby authorized to make a copy of this instrument available to financial institutions that participate in the fiduciary assignment process of credit rights, as set out in Clause 9.2.2, provided that the aforementioned financial institutions undertake to guarantee the confidentiality of this Agreement under the terms hereof.

## **CLAUSE 16 - INDEPENDENT PARTIES**

**Clause 16.1. Independence.** This Agreement will not create, under any circumstances, a partnership or commercial agency relationship between the Parties, or any relationship other than the lease agreed herein, and each Party is solely liable for its acts and obligations.

**Clause 16.2. Relationship.** Nothing in this Agreement may be interpreted so as to create (i) any corporate relationship between Contractor and Principal, and/or (ii) any employment relationship between the Parties or between a Party and the employees and contractors of the other Party.

## **CLAUSE 17 - TERM**

**Clause 17.1. Term of the Agreement.** This Agreement shall become effective as of its date of execution and shall remain in force for a period of fifteen (15) years.

17.1.1 The term of this Agreement shall be renewed automatically and successively for equal periods of twenty-four (24) months, except when otherwise notified by any of the Parties, in writing, at least sixty (60) days prior to the expiration of such term or of its successive renewals.

## **CLAUSE 18 - NOTIFICATIONS**

**Clause 18.1. Notification Rules.** Any notices, notifications, reports and other communications related to this Agreement shall, unless specifically and expressly provided for in this Agreement, be made in writing and delivered in person or sent by mail, return receipt requested, being considered received on the date of delivery to such recipients, according to the addresses provided for in Clause 12.9.

**Clause 18.2. Deadline.** Communications between the Parties shall always be in writing and when verbal, for practical or urgent reasons, they must be confirmed in writing within five (5) days.

**Clause 18.3. Change of Address.** Each Party, through its legal representative, may designate, by letter sent to the other Party, new contacts and new addresses to replace those designated in Clause 12.9 above.

**Clause 18.4. Effect.** The notifications or communications referred to in this Clause, unless expressly provided otherwise in this Agreement, shall be deemed received, thus taking their effects on the date on which they are effectively and provenly received by their recipients, regardless of the date of dispatch by the sending Party or actual knowledge thereof by the receiving Party.

## **CLAUSE 19 - ANTI-CORRUPTION REPRESENTATIONS AND WARRANTIES**

**Clause 19.1. Representations and Warranties.** The Parties represent to be aware and to understand the terms of the Brazilian anti-corruption laws or of any other laws applicable to the purpose hereof, particularly the Foreign Corrupt Practices Act - Act 15, U.S.C. §§ 78dd-i, *et seq.* ("FCPA") of the United States of America ("Anti-Corruption Rules"), and undertake to abstain from any activity that may constitute a violation of the provisions of such Anti-Corruption Rules.

19.1.1 *Prohibited Payments.* The Parties, on their behalf and on behalf of their Affiliates, managers, officers, employees and agents, and any other Persons who may act on their behalf, undertake to conduct their commercial practices during the term of this Agreement in an ethical manner and in accordance with the applicable legal precepts. Upon performance of this Agreement, neither Party or their Affiliates nor any of their officers, employees, agents and any other Persons acting on their behalf shall give, offer, pay, promise to pay or authorize the payment, whether directly or indirectly, of any money or any valuable thing to any Governmental Authority, consultant, representative, partner or any other third party with the purposes of influencing any act or decision of any Governmental Authority, or to assure any undue advantage, or to direct the businesses to any Person and/or which violates the Anti-Corruption Rules ("Prohibited Payment").

- a. a Prohibited Payment does not include the payment of reasonable expenses incurred in good-faith, such as, for example, travel and hotel expenses, which are directly related to the promotion, explanation, demonstration or to products and services, or to performance of an agreement with a government or its agencies, provided that the payment is permitted by the applicable laws.
- b. upon prior notice, each Party agrees that the other Party will have the right to carry out a due diligence procedure solely to ensure continued compliance with the representations and warranties provided by each Party in Clause 19.1.2 below. Each Party must fully cooperate in any due diligence carried out under this item.

19.1.2 *Additional Representations.* For the purposes of this Clause, each Party represents that:

- a. it has not violated or is in violation of the Anti-Corruption Rules;
- b. it has already implemented or undertakes to implement, during the term hereof, a compliance and training program reasonably efficient to prevent and detect violations of the Anti-Corruption Rules and the requirements set forth in this Clause; and
- c. it is aware that any activity in violation of the Anti-Corruption Rules is prohibited and is aware of the possible consequences of such violation.
- d. any breach of the Anti-Corruption Rules by any Party, in any of its aspects, will entail an obligation on the offending Party to pay the innocent Party for any direct losses and damages that the offending Party may cause.

## CLAUSE 20 - LAW AND CONFLICT RESOLUTION

**Clause 20.1. Specific Performance; Enforceable Instrument.** Each Party acknowledges that the remedies provided by law for non-compliance or threat of non-compliance with this Agreement may be inappropriate and, in acknowledging this fact, the Parties will have the right, without the need to provide security and in addition to any other remedies that may be available, to seek relief in the form of specific performance of their mandatory injunctions and/or obligations to pay, temporary restrictive measures, temporary or permanent remedy that may be available under the terms of articles 294 to 311, 497 *et. seq.* of Brazilian Code of Civil Procedure. Specific performance will not, under any circumstances, be limited and/or impaired by any provision of this Agreement. Each Party further agrees that this Agreement, which is duly signed by two (2) witnesses, is an extrajudicial enforceable instrument for the purposes of Article 784, III, of the Brazilian Code of Civil Procedure.

**Clause 20.2. Applicable Law.** This Agreement shall be governed by and construed pursuant according to the laws of the Federative Republic of Brazil.

**Clause 20.3. Arbitration.** Any disputes arising from this Agreement or otherwise related to it, including as to its existence, validity, effectiveness, interpretation of its terms, conditions, execution or termination (“Dispute”) shall be resolved by arbitration as provided for in this Clause 20.3 (“Arbitration”).

20.3.1 The Parties agree that, before initiating Arbitration to resolve any Dispute, they shall attempt to negotiate an amicable settlement agreement for such Dispute, within a period not exceeding fifteen (15) Business Days after receipt by a Party of notification of the existence of such Dispute, as sent by the other Party. The Parties agree that their obligation to resolve any Disputes amicably is an ancillary obligation that does not preclude the immediate initiation of Arbitration at any time, at the sole and discretionary criteria of either Party.

20.3.2 At the end of this period or if, at the discretion of either Party, it is impossible to reach an amicable solution, the Interested Party may submit the Dispute to Arbitration before the International Chamber of Commerce (ICC) Arbitration Chamber (“Chamber”), in accordance with its arbitration regulation (“Regulation”) in force on the request date for the establishment of Arbitration, with the exception of the changes provided for herein.

20.3.3 The Arbitration will be conducted by three (3) arbitrators (“Arbitral Tribunal”), one nominated by the requesting party and the other nominated by the requested party, in accordance with the Regulations. If there is more than one requesting party and/or more than one requested party, then the requesting parties and/or requested parties must together indicate their respective arbitrator. In the absence of agreement between the requesting parties or requested parties to indicate their respective co-arbitrator, all arbitrators must be appointed by the Chamber. The two arbitrators thus appointed shall nominate, by mutual agreement, the third arbitrator, who will act as president of the Arbitral Tribunal, within the term provided for in the Regulations. If any of the three arbitrators is not appointed within this period, then the Chamber shall appoint them, as provided for in the Regulation. Any and all controversies regarding the appointment of arbitrators by the parties, as well as the choice of the third arbitrator, will be settled by the Chamber. The Parties, by mutual agreement, remove the application of the provisions in the Regulation that limit the choice of a sole arbitrator, co-arbitrator or president of the arbitral tribunal to the list of arbitrators of the Chamber.

20.3.4 The Arbitration will be based in the City of São Paulo, State of São Paulo, Brazil, where the arbitration award will be issued, and it will be conducted in the Portuguese language. The Arbitral Tribunal shall judge the merits of the Dispute in accordance with Brazilian law and shall not judge by equity.

20.3.5 Any order, decision, determination or award handed down by the Arbitral Tribunal will be final and binding on the parties and their successors, who expressly waive any appeal. The arbitral award may be enforced before any judicial authority with jurisdiction over the parties and/or their assets.



20.3.6 Each party will bear the costs and expenses that it causes in the course of the Arbitration and the Parties will share equally the costs and expenses whose cause cannot be attributed to one of them. The arbitral award will assign to the losing party, or to both parties to the extent that their claims are not upheld, the final liability for the cost of the proceeding, including the reimbursement of attorneys' and other advisers' fees of reasonable value. The arbitration award shall not impose the payment of attorneys' fees due to loss of suit.

20.3.7 The parties choose the jurisdiction of the Judicial District of São Paulo, State of São Paulo, Brazil, to settle any issues arising out of this Agreement, and waive any other, however privileged, for the exclusive purposes of obtaining urgent relief to protect or safeguard their rights prior to the establishment of the Arbitral Tribunal, without this being considered a waiver of Arbitration. Any measure granted by the Judiciary Branch shall be promptly notified by the party that requested such measure to the Chamber. The Arbitral Tribunal, once constituted, may review, maintain or revoke the measures granted by the Judiciary Branch.

20.3.8 The parties agree that all aspects related to Arbitration, including its own existence, must be kept confidential. All its elements (including, but not limited to, the Parties' allegations, evidence, reports and other statements of third parties and any other documents presented or exchanged in the course of the arbitration proceeding) will only be disclosed to the Arbitral Tribunal, to the parties, their lawyers, Chamber officials, and any person needed to develop the Arbitration, unless disclosure is required to comply with any obligations imposed by applicable law, or by any Governmental Authority.

20.3.9 Any and all disputes related to the confidentiality obligation will be settled in a final and binding manner by the Arbitral Tribunal, which may take any measure to safeguard the confidentiality of the arbitration procedure, or any other matter related to Arbitration.

20.3.10 In the event that two or more disputes arise in relation to this Agreement, or in any way related to it, its resolution may occur through a single arbitration proceeding, pursuant to the Regulation. Before the constitution of the Arbitral Tribunal, the Chamber will be responsible for consolidating the referred disputes in a single arbitral procedure, in accordance with the Regulation. After the constitution of the Arbitral Tribunal, in order to facilitate the resolution of related disputes, the Arbitral Tribunal may, at the request of one of the parties, consolidate the arbitration procedure with any other pending arbitration procedure that involves the resolution of disputes arising from this Agreement, or otherwise related to it. The Arbitral Tribunal shall consolidate the procedures, provided that (i) they involve the same parties; (ii) there are factual and/or legal issues that are common between them; and (iii) the consolidation in these circumstances does not result in losses arising from unjustified delays in resolving such disputes. The jurisdiction to determine the consolidation of procedures and conduct the consolidated procedure will be the first arbitral tribunal constituted. The consolidation decision will be final and binding on all parties involved in the disputes and arbitration procedures object of the consolidation order.

20.3.11 Guarantor is expressly bound by this arbitration clause for all legal purposes.

IN WITNESS WHEREOF, the Parties executed this Agreement in two (2) counterparts of equal content and form, in the presence of two (2) undersigned witnesses, for all legal purposes.

[Place], [date].

[SIGNATURES]

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