

**Exhibit 6.1(viii)**  
**PRINCIPLES AND PARAMETERS OF THE TRANSITION SERVICES**  
**AGREEMENT**  
*("Term Sheet")*

This Term Sheet defines the principles and parameters that shall guide the negotiation and execution of one or more of the Transition Services Agreement ("Agreement") between Seller or another Company of Oi Group ("Oi") and each SPE Movable, pursuant to Clause 6.1(viii).

This Term Sheet is an integral part of the Share Purchase Agreement and Other Covenants to be executed between the Parties ("Sale and Purchase Agreement") and its purpose must be understood as a part of the transactions provided for in the Sale and Purchase Agreement.

In the event of implementation of the Segregation and Allotment Plan up to the Closing Date, Oi undertakes to enter an Agreement with each SPE Movable resulting from the Segregation and Allotment Plan, it being certain that the Agreements of the SPE Movable shall jointly reflect the conditions provided for in this Term Sheet. For clarification purposes, Buyers may, at their exclusive discretion, separate the terms, conditions and the obligations contained in this Term Sheet between the Agreements that will be entered into with the SPE Movable, provided that the terms and conditions of such instruments reflect the same terms and conditions as those of this Term Sheet.

Unless otherwise expressly provided for in this Term Sheet, the terms in capital letters herein provided for will have the meanings attributed thereto in the Sale and Purchase Agreement.

**1. Object**

The purpose of the Agreement will be the provision, by Oi to SPE Movable, on a transitional basis, of certain services necessary for the continuity of the operation of the business comprised by UPI Movable Assets as from the Closing Date, in the same manner and with the same quality with which they have been conducted by Oi over the Ordinary Course of the Business, during the twelve (12) months prior to execution of the Sale and Purchase Agreement within the scope of the Competitive Bidding Procedure, as described in Exhibit A to this Term Sheet ("Services"). The Services shall be provided by demand of SPE Movable.

The initial description of the Services is provided for in Exhibit A to this Term Sheet, without prejudice to other services, within the scope provided for in Exhibit A, which may be timely identified and which will be object of the Agreement.

The Agreement will include a detailed description of the services that will be provided under the terms and conditions defined therein. The details of such services must be developed within the limits and consistent with the

description of the Services.

Seller will grant a temporary, non-transferable and non-exclusive license for use, in conditions to be negotiated in good-faith between the Parties, without any addition to the amounts already established in this Term Sheet for the Services, of the brands used by Oi Móvel for identification of its products and mobility services on the Closing Date, and the Parties acknowledge that such grant is necessarily and exclusively for the purposes of the transition and continuity of the provision of mobile telephony services, within terms and conditions to be agreed upon in a specific instrument.

**2. Operation of the UPI Movable Assets**

The Services shall ensure continuity of the mobile telephony business operation comprised by the UPI Movable Assets, as from the Closing Date (i) during the term necessary for SPE Movable to perform the transition of the activities corresponding to the structure of Buyer[s], considering the Minimum Term defined in item 7 below, which may be extended, at the discretion of SPE Movable, for an additional period of six (6) months; (ii) in accordance with the Volumes provided for in this Term Sheet and in the Agreement; and (iii) in the same manner and with the same quality as the business of UPI Movable Assets has been conducted by Oi over the Ordinary Course of Business, during the twelve (12) months prior to execution of the Sale and Purchase Agreement by the Party[ies] within the scope of the Competitive Bidding Procedure (“Service Levels”).

**3. Negotiation and Amendment**

Negotiation of the Agreement will happen on an individual basis with each SPE as from the date of execution of the Sale and Purchase Agreement, within the scope of the Migration Monitoring Committee, and shall be conducted in good-faith, based on the principles and parameters established in this Term Sheet, and it shall be concluded in a manner which is satisfactory to the Parties.

If, under Clause 2.1.4 of the Sale and Purchase Agreement, the Assets, Obligations and Rights of UPI Movable Assets must be contributed to the share capital of more than one specific purpose enterprise for the purposes of disposal of UPI Movable Assets, the Parties will cause each of such specific purpose enterprises to separately execute one or more agreements, according to the principles and parameters herein established.

The Agreement may not be modified or terminated with no justification and without the express consent of the other Party.

Any CAPEX/OPEX investments shall be negotiated within the scope of the Migration Monitoring Committee.

At any time after the Closing Date, the Agreement may be transferred to the SPE Movable to another Affiliates of Buyer[s].

#### **4. Amount**

Observing the Volumes and Service Levels, the amount to be paid by the SPE Movable to Oi for the provision of each modality of the Services, during the Minimum Term defined in item 7 below, will be the amount provided for in Exhibit B to this Term Sheet (each, an “Initial Amount”). The effective amount of each modality of the Services will be negotiated and included in the Agreement, and it will in no event exceed the Initial Amount (“Effective Amount”). Both the Initial Amount and the Effective Amount are considered by the Parties for the purposes of calculation of contractual fines and penalties arising from non-compliance with Service Levels.

All amounts to be paid for the Services will be net of Taxes (including ISS and PIS/COFINS). The Taxes shall be collected by the respective taxpayer, pursuant to Law.

#### **5. Service Volumes and Migration**

The Parties will identify, before the execution of the Agreement, the Service volumes necessary for operation of the business comprised by the UPI Movable Assets as operated by Oi Group during the twelve (12) months prior to the execution of the Sale and Purchase Agreement within the scope of the Competitive Bidding Procedure, on a continuous basis and observing the Service Levels (“Volumes”). Under the terms of the Agreement, Oi undertakes to provide the Services in accordance with the Volumes to ensure the operation of the business comprised by the UPI Movable Assets as from the Closing Date.

Gradually, after the Closing Date, SPE Movable will perform the migration and integration of the activities related to the Services into the activities of Buyer[s], so as to assume their performance independently of Oi, whether internally or by means of another contractor (“Migration of the Services”). As the Migration of the Services is implemented, the Service Volumes will be reviewed. SPE Movable shall communicate to Oi its plans on the Migration of the Services so as to allow Oi to make the corresponding planning. All plans of Migration of the Services informed will be provisional and may be reviewed by SPE Movable at any time, and reviews or amendments will not result in any liability to SPE Movable or to Oi’s right to require adjustment or review of the Effective Amount, provided that such amendments or reviews do not imply any practice different from the one adopted by

Oi in its internal operation during the twelve (12) months prior to the execution of the Sale and Purchase Agreement by the Parties within the scope of the Competitive Bidding Procedure.

**6. Service Levels and Non-Compliance**

Oi will provide all Services on a diligent basis and by means of personnel with appropriate training and qualifications, and in compliance with the laws.

The service levels correspond to the objective parameters applicable to the provision of the Services under this Term Sheet and the Agreement, necessary to ensure the operation of the business comprised by the UPI Movable Assets as from the Closing Date and that will reflect the levels practiced by Oi in its internal operation during the twelve (12) months prior to the execution of the Sale and Purchase Agreement by the Parties within the scope of the Competitive Bidding Procedure, and that seek to observe the service standards required by ANATEL and the terms of the Law ("Service Levels"). In the event of non-compliance with the Service Levels, Oi will be subject to penalties to be defined in the Agreement, observing that (i) such penalties will be calculated based on the Effective Amount of each of the Services; and (ii) the amounts of such penalties may be offset, by SPE Movable, at its exclusive discretion, with any other amounts due by SPE Movable to Oi arising from the Agreement or from any other agreements.

In the event of non-compliance with the Service Levels or other issues in the provision of the Services, Oi shall remedy the faults committed within the shortest possible term and bear the applicable penalties.

The Parties will define in the Agreement the appropriate penalties for the cases of non-compliance with relevant obligations regarding the Agreement, providing for amounts compatible with the relevance, for each Party, of appropriate compliance with the obligations by the other Party.

If SPE Movable verifies that non-compliance with the Service Levels or other issues occurred in the provision of the Services are due to specific issues of Oi, SPE Movable will communicate it to Oi, which shall exert its best efforts to remedy the issue within the shortest possible term, in accordance with a plan to be jointly defined with SPE Movable.

Considering the relevance of the Services for SPE Movable, the Agreement shall provide appropriate remedies for Oi to perform its obligations with the quality, timeliness, Volumes

and Service Levels agreed upon, and, in the event of non-compliance, the damage and other issues suffered by SPE Movable shall be repaired or indemnified, including by the offset with amounts due by SPE Movable to Oi within the scope of other agreements executed between them.

**7. Minimum Term**

The term that the Parties currently provide for as being necessary to perform the transition of the Services to internal activities of Buyer[s] or to third parties, at the discretion of SPE Movable, is of twelve (12) months counted as from the Closing Date (“Minimum Term”), which may be extended, at the discretion of SPE Movable, for an additional term of six (6) months. Oi may not stop providing the Services before the end of the Minimum Term, unless SPE Movable exercises its right to early terminate the provision of any of the Services before the end of the Minimum Term or any Party exercises its right to terminate the Agreement with cause in the events to be provided for therein. Early cancellation, by SPE Movable, of one or more Services, will be made upon communication with reasonable prior notice to be defined in the Agreement, with no right to return, reimbursement or indemnification on the Initial Amounts or Effective Amounts.

Any and all contracting regarding provision of the Service within a term longer than the Minimum Term, observing any extension for an additional period of six (6) months, counted as from the Closing Date or in conditions different from those practiced by Oi in its internal operation during the twelve (12) months prior to the execution of the Sale and Purchase Agreement by the Parties, within the scope of the Competitive Bidding Procedure, shall be object of specific contracting, with amounts, terms and conditions to be agreed upon between the Parties, not included in the terms of this Term Sheet and of the Agreement.

Without prejudice to the provisions above, the Parties may agree, in the event of proven need, that the Minimum Term for the Services may be extended for a term of up to six (6) additional months, considering the same criteria applied to this Term Sheet.

**8. Data Protection**

Any and all processing by the Parties of personal data related to the Services shall be performed strictly in compliance with the laws in force related to the subject of data protection, it being ensured to data subjects the due transparency of any processing and guaranteeing maintenance of an appropriate security standard, capable of protecting the personal data involved.

**9. Right to** Oi shall provide SPE Movable with information necessary

**Information of SPE Movable and Due Diligence** and sufficient for it to receive the Services and control the Volumes and Service Levels reached by Oi, without prejudice to other information related to the Services that SPE Movable may reasonably request.

SPE Movable will be entitled to audit, directly or by means of third parties, Oi's transactions and documents related to the provision of the Services to verify or confirm compliance with Oi's obligations resulting from the Agreement.

**10. Resources for Provision of the Services and Use of Third-Party Rights** During the entire provision of the Services, Oi shall keep all necessary resources and personnel, with the same quality, quantity and training appropriate to perform the Services according to the Volumes and the Service Levels and the practice adopted by Oi in its internal operation during the twelve (12) months prior to the execution of the Sale and Purchase Agreement by the Parties within the scope of the Competitive Bidding Procedure.

The provision of the Services will use the same software licenses used by Oi (owned thereby and of third parties) in its internal operation during the twelve (12) months prior to the execution of the Sale and Purchase Agreement by the Parties within the scope of the Competitive Bidding Procedure. Whenever the use of such licenses for the provision of the Services demands any type of consent or approval from third parties, Oi shall, at its expenses and at its own risk, obtain the necessary consents and approvals, always within the shortest possible term.

**11. Contractual Provisions** The Agreement will contain provisions which are typical of transactions with the complexity, amount, and relevance of those provided for herein, including, among others, compliance, labor, tax and social security issues, intellectual property, software, information technology, storage and treatment of information, personal data processing and compliance with laws in general, among others, which will be negotiated in good-faith between the parties.

Each Buyer, observing the provisions of the Segregation and Allotment Plan, will be joint and several guarantor of the obligations assumed in the Agreement by SPE Movable under its responsibility and/or control, and in no event will there be joint and several liability between Buyer[s] or between each SPE Movable.

**12. Indemnification** One party shall indemnify the other for any and all losses arising from non-compliance with their respective obligations provided for in the Agreement.

- 13. Confidentiality** The parties shall observe, in relation to the negotiation and performance of the Agreement, the confidentiality obligations provided for in the Sale and Purchase Agreement. The Agreement will have confidentiality clauses observing the market standards.
- 14. Expenses** Each Party shall bear its own expenses in relation to the discussions and negotiations of the Agreement.
- 15. Subcontracting** Oi may subcontract, in whole or in part, the provision of the Services, observing the following conditions: (a) provided that, on the Closing Date, the performance of the activities that would be object of subcontracting are already performed by subcontractors; (b) the subcontracting will not exempt Oi from responsibility for the Services or subcontracted activities, it being certain that Oi will remain as the party with joint and several liability for such obligations; and (c) Oi will be responsible for compensation of any providers/partners required for provision of the Services, including compensation for recharge channel, call center services and O&M; and (d) regardless of the conditions in (a), (b) and (c), if SPE Movable agrees with the subcontracting.

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**Exhibit A** - Description of the Services / Minimum Terms  
**Exhibit B** - Initial Amounts