

## Section C of Exhibit 5.3.2

### General Terms and Conditions (Sharing Agreement of UPI Towers)

Note: capitalized terms not defined in this document shall have the meaning ascribed thereto in the Agreement.

#### **Main terms**

“Sharing Agreement” (“Agreement”) to be entered between Oi Móvel S.A. (“**Principal**”) and SPE Towers (“**Contractor**”)

#### **Object of the MLA:**

The object is the lease of spaces in the Infrastructure Items owned and/or held by Contractor, 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 Items.

#### **Consideration:**

- Payment by Contractor of the Monthly Base Consideration, regardless of existing occupation at the moment of execution, of the following monthly amounts:
  - For Towers and Roof Tops: BRL 4,400 per Infrastructure Item, plus taxes directly levied.
  - For Indoor Sites: BRL 80 thousand per stadium, BRL 35 thousand per hospital and BRL 16.5 thousand per shopping mall or another type of site, plus taxes directly levied.
- Payments shall be owed during the entire effectiveness of the agreement and readjusted annually according to the IPCA.
- If Principal wishes (i) to change or modify its Equipment in the Infrastructure Items or (ii) to install additional equipment in the Infrastructure Items, exceeding the spaces occupied in the Infrastructure Items on the execution date of the Agreement, Principal must pay an Additional Consideration of BRL 1,100 per additional square meter or load fraction required in the Tower/Roof Top, plus any taxes levied thereon.
- In addition to the payment of the applicable Base Consideration and the Additional Consideration, Principal must reimburse Contractor for the amounts described below:
  - the monthly rent amount and charges levied regarding the Lease Agreement or an equivalent agreement of the Site in which each Infrastructure Item is located, pro rata to other clients of Contractor that are installed in such Infrastructure Item, plus all taxes and charges of Contractor levied on the revenue arising from such amounts.
  - The amount paid by Contractor for any services or utilities, such as, but not limited to, electricity, diesel fuel for generators and any additional security measures (if applicable), provided by Contractor and used by Principal.

#### **Preemptive Right:**

- Contractor grants a preemptive right to Principal and any of its Affiliates to lease additional space in the Infrastructure Items to expand the Equipment already installed or to install new Equipment necessary to provide the telecommunications services of Principal or its Affiliates, regarding the Infrastructure Items. If Principal exercises the Preemptive Right for the Excess Space, it will be subject to the payment of Additional Consideration regarding the expansion of the space, as set forth in Exhibit 2.

**Obligations:**

- **Of Contractor:** (i) provide to Principal the Lease of the Space, in accordance with the procedure and term agreed between the Parties; (ii) provide free and unconditional access, on any day and at any time, twenty-four (24) hours per day, three hundred and sixty-five (365) days per year, to the Infrastructure Items, provided that such is allowed by the terms of the Lease Agreements of the lands and Roof Tops; (iii) inform of any interruptions in the supply of power or climatization; (iv) maintain the Equipment of Principal free from any radiofrequency interferences; (v) undertake the payment of expenses arising from fines or infractions that it gives rise to due to lack of compliance with any laws, decrees or regulation; (vi) undertake the execution and payment of expenses arising from repairs for preservation and corrective and preventive maintenance of the facilities, installations and other fixtures associated to the use of the contracted Infrastructure Items; among others
- **Of Principal:** (i) execute, at its own expenses, works, services or installations necessary to the use of each Infrastructure Item only after prior consent, in writing, of Contractor; (ii) ensure to Contractor the right to inspect the works, services and installations carried out being carried out, linked to the use of each Infrastructure Item; (iii) undertake the payment of expenses arising from fines or infractions that it gives rise to due to lack of compliance with any laws, decrees or regulation, that may be levied on its Equipment; (iv) maintain at each contracted Site the licenses for its equipment installed therein, according to the requirements of the relevant legislation; among others

**Term of effectiveness:**

- The Agreement shall become effective as of its execution date and shall remain in force for a period of fifteen (15) years. The term of effectiveness of the 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 end of such term or of their successive renewals.

**Termination**

- The Agreement may be terminated: (i) in case of proven non-compliance of the obligations by a Party that has not been remedied within 60 days (ii) by Contractor in case of bankruptcy or corporate winding-up of Principal, by Principal; (iii) by Principal, in case of filing for bankruptcy, filing of judicial or extrajudicial reorganization or even the corporate winding-up of Contractor, when such events result in a decrease in its capacity to comply with the contractual obligations; (iv) by any of the Parties, in the event of act of God or event of force majeure regularly evidenced, regarding the Agreement, that lasts longer than one hundred and eighty (180) days without remedy; (v) by administrative and/or judicial decision made final and unappealable (vi) by any of the Parties, in case of assignment of this Agreement without the consent of the other Parties, except if the assignment is made to controlled companies or controlling companies or companies that arise due to a corporate reorganization