LOYENS LOEFF

DRUP/BOSMAN/5162118/40070987
#31718262

AKTE VAN STATUTENWIJZIGING
(*Portugal Telecom International Finance B.V.*)

Op dertig december tweeduizend negentien is voor mij, mr. Pieter Gerard van Druten, notaris met plaats van vestiging Amsterdam, verschenen:
de heer mr. Erwin Bosma, geboren te Emmeloord op dertig juni negentienhonderd eenennegentig, met kantooradres Fred. Roeskestraat 100, 1076 ED Amsterdam.
De comparant heeft het volgende verklaard:
De algemene vergadering van **Portugal Telecom International Finance B.V.** *em recuperação judicial* (onderworpen aan een Braziliaanse herstructureringsprocedure), een besloten vennootschap met beperkte aansprakelijkheid, statutair gevestigd te Amsterdam en met adres: Naritaweg 165, 1043 BW Amsterdam, ingeschreven in het handelsregister onder nummer 34108060 (**vennootschap**), heeft op negentien december tweeduizend negentien besloten de statuten van de vennootschap partieel te wijzigen, alsmede om de comparant te machtigen deze akte te doen passeren. Van deze besluitvorming blijkt uit een aandeelhoudersbesluit, welke in kopie aan deze akte zal worden gehecht (***Bijlage***).
De statuten van de vennootschap zijn laatstelijk partieel gewijzigd bij akte op elf januari tweeduizend zeventien verleden voor mr. P.G. van Druten, notaris met plaats van vestiging Amsterdam.
Ter uitvoering van voormeld besluit tot statutenwijziging worden de statuten van de vennootschap hierbij gewijzigd als volgt.

Wijziging

Artikel 3. Kapitaal en aandelen wordt gewijzigd en komt te luiden als volgt:
"Artikel 3. Kapitaal en aandelen
1. Het nominale bedrag van elk van de aandelen bedraagt vijfhonderd euro (EUR 500,00).
2. Alle aandelen luiden op naam. Aandeelbewijzen worden niet uitgegeven.".

Slot

De comparant is mij, notaris, bekend.
Deze akte is verleden te Amsterdam op de datum aan het begin van deze akte vermeld. De zakelijke inhoud van deze akte is aan de comparant opgegeven en toegelicht. De comparant heeft verklaard op volledige voorlezing van de akte geen prijs te stellen, tijdig voor het verlijden van de inhoud daarvan te hebben kennisgenomen en met de inhoud in te stemmen. Onmiddellijk na beperkte voorlezing is deze akte eerst door de comparant en daarna door mij, notaris, ondertekend.
(volgt ondertekening)

UITGEGEVEN VOOR AFSCHRIFT
Amsterdam, 30 december 2019.

mr P.G. VAN DRUTEN
NOTARIS TE AMSTERDAM

DRUP/BOSMAN/#32143615
5170484/40078929

VERKLARING

De ondergetekende:

mr. Pieter Gerard van Druten, notaris met plaats van vestiging Amsterdam,

verklaart bij deze:

dat aan deze verklaring is gehecht de doorlopende tekst van de statuten van: **Portugal Telecom International Finance B.V.** *em recuperação judicial* (onderworpen aan een Braziliaanse herstructureringsprocedure), een besloten vennootschap met beperkte aansprakelijkheid, statutair gevestigd te Amsterdam en met adres: Naritaweg 165, 1043 BW Amsterdam, ingeschreven in het handelsregister onder nummer 34108060 waarin is verwerkt de statutenwijziging, aangebracht bij akte op 30 december 2019 verleden mij, notaris.

Getekend te Amsterdam op 30 december 2019.

mr P.G. VAN DRUTEN
NOTARIS TE AMSTERDAM

Artikel 1. Naam, zetel en duur

1. De vennootschap draagt de naam:
   Portugal Telecom International Finance B.V.
2. Zij is gevestigd te Amsterdam.
3. De vennootschap is aangegaan voor onbepaalde tijd.

Artikel 2. Doel

De vennootschap heeft ten doel:

- het oprichten van, het op enigerlei wijze deelnemen in, het besturen van en het toezicht houden op ondernemingen en vennootschappen;
- het verstrekken van garanties en het verbinden van de vennootschap of activa van de vennootschap ten behoeve van ondernemingen en vennootschappen, waarmee de vennootschap in een groep is verbonden;
- het verlenen van diensten aan ondernemingen en vennootschappen;
- het financieren van ondernemingen en vennootschappen;
- het lenen en verstrekken van gelden;
- het verkrijgen, vervreemden, beheren en exploiteren van onroerende zaken en van vermogenswaarden in het algemeen;
- het exploiteren en verhandelen van octrooien, merken, vergunningen, know-how en intellectuele eigendomsrechten;
- het verrichten van alle soorten industriële, financiële en commerciële activiteiten;

en al hetgeen daarmee verband houdt of daaraan bevorderlijk kan zijn, alles in de ruimste zin des woords.

Artikel 3. Kapitaal en aandelen

1. Het nominale bedrag van elk van de aandelen bedraagt vijfhonderd euro (EUR 500,00).
2. Alle aandelen luiden op naam. Aandeelbewijzen worden niet uitgegeven.

Artikel 4. Register van aandeelhouders

1. De directie houdt een register, waarin de namen en adressen van alle houders van aandelen zijn opgenomen, met vermelding van de datum waarop zij de aandelen hebben verkregen, de datum van erkenning of betekening alsmede met
   vermelding van het op ieder aandeel gestorte bedrag.
2. Op het register is artikel 2:194 Burgerlijk Wetboek van toepassing.

Artikel 5. Uitgifte van aandelen

1. Uitgifte van aandelen kan slechts ingevolge een besluit van de algemene vergadering van aandeelhouders - hierna te noemen: de "algemene vergadering" - geschieden, voorzover door de algemene vergadering geen ander vennootschaps-
   orgaan is aangewezen.
2. Voor de uitgifte van een aandeel is voorts vereist een daartoe bestemde ten overstaan van een in Nederland gevestigde notaris verleden akte waarbij de betrokkenen partij zijn.

3. Bij het besluit tot uitgifte van aandelen wordt bepaald of aandeelhouders een voorkeursrecht hebben, met inachtneming van het terzake in de wet bepaalde.
4. Bij uitgifte van elk aandeel moet daarop het gehele nominale bedrag worden gestort.
5. De directie is bevoegd zonder voorafgaande goedkeuring van de algemene vergadering rechtshandelingen aan te gaan als bedoeld in artikel 2:204 lid 1 Burgerlijk Wetboek.

Artikel 6. Eigen aandelen

1. De vennootschap mag - met inachtneming van het dienaangaande in de wet bepaalde - volgestorte eigen aandelen of certificaten daarvan verkrijgen.
2. Leningen met het oog op het nemen of verkrijgen van aandelen in haar kapitaal mag de vennootschap verstrekken, doch slechts tot ten hoogste het bedrag van de uitkeerbare reserves.
3. De vennootschap kan geen medewerking verlenen aan de uitgifte van certificaten van aandelen in haar eigen kapitaal.

Artikel 7. Levering van aandelen. Vruchtgebruik. Pandrecht

1. Voor de levering van een aandeel, de vestiging of levering van een beperkt recht daarop is vereist een daartoe bestemde ten overstaan van een in Nederland gevestigde notaris verleden akte waarbij de betrokkenen partij zijn.
2. Behoudens in het geval dat de vennootschap zelf bij de rechtshandeling partij is, kunnen de aan het aandeel verbonden rechten eerst worden uitgeoefend nadat de vennootschap de rechtshandeling heeft erkend of de akte aan haar is betekend overeenkomstig het in de wet daaromtrent bepaalde.
3. Bij vestiging van een vruchtgebruik of een pandrecht op een aandeel kan het stemrecht niet aan de vruchtgebruiker of de pandhouder worden toegekend.

Artikel 8. Blokkeringsregeling goedkeuring

1. Voor overdracht van aandelen, wil zij geldig zijn, is steeds de goedkeuring overeenkomstig het hierna in dit artikel bepaalde vereist van de algemene vergadering. Deze goedkeuring is niet vereist, indien alle aandeelhouders schriftelijk hun goedkeuring aan de betreffende vervreemding hebben gegeven, welke goedkeuring slechts voor een periode van drie maanden geldig is. Evenmin is deze goedkeuring vereist in het geval de aandeelhouder krachtens de wet tot overdracht van zijn aandelen aan een eerdere aandeelhouder verplicht is.
2. De aandeelhouder die tot overdracht van aandelen wil overgaan - in dit artikel verder ook aan te duiden als de verzoeker - geeft daarvan bij aangetekende brief of tegen ontvangstbewijs kennis aan de directie onder opgave van het aantal over te dragen aandelen en van de persoon of de personen aan wie hij wenst over te dragen.
3. De directie is verplicht een algemene vergadering bijeen te roepen en te doen houden binnen zes weken na ontvangst van de in het vorige lid bedoelde kennisgeving. Bij de oproeping wordt de inhoud van die kennisgeving vermeld.

4. Indien de vergadering de gevraagde goedkeuring verleent, moet de overdracht binnen drie maanden daarna plaatshebben.
5. Indien:
   a. niet binnen de in lid 3 gemelde termijn de aldaar bedoelde vergadering is gehouden;
   b. in die vergadering omtrent het verzoek tot goedkeuring geen besluit is genomen;
   c. bedoelde goedkeuring is geweigerd zonder dat de vergadering gelijktijdig met de weigering aan de verzoeker opgave doet van één of meer gegadigden
      die bereid zijn al de aandelen waarop het verzoek tot goedkeuring betrekking had, tegen contante betaling te kopen,

   wordt de gevraagde goedkeuring geacht te zijn verleend en wel in het sub a gemelde geval op de dag waarop de vergadering uiterlijk had moeten worden gehouden.
6. Tenzij tussen de verzoeker en de door de algemene vergadering aangewezen en
   door hem aanvaarde gegadigde(n) omtrent de prijs of de prijsvaststelling anders wordt overeengekomen, zal de koopprijs van de aandelen worden vastgesteld door een onafhankelijke deskundige, op verzoek van de meest gerede partij te benoemen door de voorzitter van de Kamer van Koophandel en Fabrieken binnen wier ressort de vennootschap statutair is gevestigd.
7. De verzoeker blijft bevoegd zich terug te trekken, mits dit geschiedt binnen een maand nadat hem bekend is aan welke gegadigde hij al de aandelen waarop het verzoek tot goedkeuring betrekking had, kan verkopen en tegen welke prijs.
8. De kosten van de prijsvaststelling komen ten laste van:
   a. de verzoeker indien deze zich terugtrekt;
   b. de verzoeker voor de helft en de kopers voor de andere helft indien de aandelen door de gegadigden zijn gekocht, met dien verstande dat iedere koper in de kosten bijdraagt in verhouding tot het aantal door hem gekochte aandelen;
   c. de vennootschap in niet onder a of b genoemde gevallen.
9. De vennootschap zelf kan slechts met instemming van de verzoeker gegadigde zijn als bedoeld in lid 5 sub c.

<u>Artikel 9. Bestuur</u>

1. De directie bestaat uit één of meer directeuren. Zowel natuurlijke personen als Nederlandse en buitenlandse rechtspersonen kunnen directeur zijn.
2. Directeuren worden benoemd door de algemene vergadering.
3. Iedere directeur kan te allen tijde door de algemene vergadering worden geschorst en ontslagen.
4. De bevoegdheid tot vaststelling van een bezoldiging en verdere arbeidsvoorwaarden voor directeuren komt toe aan de algemene vergadering.

<u>Artikel 10</u>

1. De directie is belast met het besturen van de vennootschap.

2. De algemene vergadering is bevoegd bestuursbesluiten aan haar goedkeuring te onderwerpen, mits daarvan schriftelijk opgave wordt gedaan aan de directie.
3. Een directeur neemt niet deel aan de beraadslaging en besluitvorming, indien hij daarbij een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang van de vennootschap en de met haar verbonden onderneming. De vorige volzin vindt geen toepassing wanneer ten aanzien van alle directeuren of de enige directeur sprake is van een dergelijk direct of indirect persoonlijk belang. In dat geval behoudt de directie haar bevoegdheid.

Artikel 11. Vertegenwoordiging

De directie is bevoegd de vennootschap te vertegenwoordigen. De bevoegdheid tot vertegenwoordiging komt mede aan iedere directeur toe.

Artikel 12

Ingeval van ontstentenis of belet van één of meer directeuren zijn de overige directeuren of is de overige directeur tijdelijk met het bestuur van de vennootschap belast, terwijl ingeval van ontstentenis of belet van alle directeuren of van de enige directeur tijdelijk met het bestuur is belast, de persoon die daartoe jaarlijks door de algemene vergadering wordt aangewezen.

Artikel 13. Boekjaar en jaarrekening

1. Het boekjaar is gelijk aan het kalenderjaar.
2. Jaarlijks, binnen vijf maanden na afloop van het betrokken boekjaar - behoudens verlenging van deze termijn met ten hoogste zes maanden door de algemene vergadering op grond van bijzondere omstandigheden - , wordt door de directie een jaarrekening opgemaakt, bestaande uit een balans, een winst- en verliesrekening en een toelichting.
   Binnen bedoelde periode worden de jaarrekening en het jaarverslag ten kantore van de vennootschap voor de aandeelhouders ter inzage neergelegd.
3. De jaarrekening wordt vastgesteld door de algemene vergadering.
   In de hiervoor sub. 2 vermelde vergadering zal een besluit worden genomen betreffende de décharge van het bestuur.

Artikel 14. Winst

1. De vennootschappelijke winst, blijkende uit de door de algemene vergadering vastgestelde jaarrekening, is - voorzover de winst niet moet worden bestemd voor de vorming of instandhouding van door de wet voorgeschreven reserves - ter beschikking van de algemene vergadering, die omtrent reservering of uitkering van winst beslist.
2. Winstuitkeringen kunnen slechts plaatshebben tot ten hoogste het bedrag, hetwelk het deel van het eigen vermogen dat het gestorte en opgevraagde deel van het kapitaal, vermeerderd met de wettelijk aan te houden reserves, te boven gaat.
3. De directie kan besluiten tot uitkering van een interim-dividend, met inachtneming van het in lid 2 bepaalde.
4. De vordering van de aandeelhouder tot uitkering van dividend vervalt door een tijdsverloop van vijf jaren.

Artikel 15. Algemene vergaderingen van aandeelhouders

1. De algemene vergaderingen worden gehouden in de plaats waar de vennootschap statutair is gevestigd, danwel te Rotterdam, 's-Gravenhage of Schiphol (gemeente Haarlemmermeer).
2. Jaarlijks, binnen zes maanden na afloop van het boekjaar, wordt een algemene vergadering gehouden, waarin onder meer de jaarrekening en de winstbestemming worden vastgesteld.

Artikel 16

1. De oproeping tot de algemene vergadering geschiedt door de directie niet later dan op de vijftiende dag vóór die van de vergadering.
2. Aandeelhouders worden tot algemene vergaderingen opgeroepen per brief, gezonden aan de adressen volgens het bij artikel 4 bedoelde register.

Artikel 17. Het gehele geplaatste kapitaal is vertegenwoordigd. Aantekeningen

1. Zolang in een algemene vergadering het gehele geplaatste kapitaal is vertegenwoordigd, kunnen geldige besluiten worden genomen over alle aan de orde komende onderwerpen, mits met algemene stemmen, ook al zijn de door de wet of statuten gegeven voorschriften voor het oproepen en houden van vergaderingen niet in acht genomen.
2. De directie houdt van de genomen besluiten aantekening. Indien de directie niet ter vergadering is vertegenwoordigd wordt door of namens de voorzitter van de vergadering een afschrift van de genomen besluiten zo spoedig mogelijk na de vergadering aan de directie verstrekt. De aantekeningen liggen ten kantore van de vennootschap ter inzage van de aandeelhouders. Aan ieder van dezen wordt desgevraagd een afschrift of uittreksel van deze aantekeningen verstrekt tegen ten hoogste de kostprijs.

Artikel 18

1. Op door de vennootschap verkregen aandelen in haar kapitaal kunnen de daaraan
verbonden stemrechten door de vennootschap niet worden uitgeoefend.
Op die aandelen vindt generlei uitkering ten behoeve van de vennootschap plaats.
2. Bij de vaststelling van enige meerderheid of enig quorum, vereist bij de besluitvorming van de algemene vergadering, worden de door de vennootschap verkregen aandelen in haar kapitaal buiten beschouwing gelaten.

Artikel 19

1. De algemene vergaderingen voorzien zelf in haar voorzitterschap.
2. De algemene vergadering besluit met volstrekte meerderheid der geldig uitgebrachte stemmen.
3. Elk aandeel geeft recht tot het uitbrengen van één stem.
4. De directie houdt van de genomen besluiten aantekening; artikel 17 lid 2 van deze statuten is van overeenkomstige toepassing.

Artikel 20. Besluitvorming buiten vergadering. Aantekeningen

1. Besluiten van aandeelhouders kunnen in plaats van in algemene vergaderingen ook schriftelijk worden genomen, mits met algemene stemmen van alle tot stemmen bevoegde aandeelhouders.

2. De directie houdt van de aldus genomen besluiten aantekening. Ieder van de aan-
deelhouders is verplicht er voor zorg te dragen dat de conform lid 1 genomen besluiten zo spoedig mogelijk schriftelijk ter kennis van de directie worden gebracht.
De aantekeningen liggen ten kantore van de vennootschap ter inzage van de aandeelhouders. Aan ieder van dezen wordt desgevraagd een afschrift of uittreksel van deze aantekeningen verstrekt tegen ten hoogste de kostprijs.

Artikel 21. Statutenwijziging

Wanneer aan de algemene vergadering een voorstel tot statutenwijziging wordt gedaan, dient tegelijkertijd een afschrift van het voorstel, waarin de voorgedragen wijziging woordelijk is opgenomen, ten kantore van de vennootschap ter inzage worden gelegd voor diegenen, die volgens de wet tot inzage zijn gerechtigd, tot de afloop van de betreffende vergadering.

Artikel 22. Vereffening

1. In geval van ontbinding van de vennootschap krachtens besluit van de algemene vergadering zijn de directeuren belast met de vereffening van de zaken van de vennootschap tenzij de algemene vergadering anders besluit.
2. De algemene vergadering stelt de beloning van de vereffenaars vast.
3. De vereffening geschiedt met inachtneming van het terzake in de wet bepaalde.
4. Hetgeen na voldoening van de schulden is overgebleven wordt overgedragen aan
de aandeelhouders naar evenredigheid van het gezamenlijk bedrag van ieders aandelen.
5. Op de vereffening zijn overigens de bepalingen van Titel 1, Boek 2 Burgerlijk Wetboek van toepassing.
6. Gedurende de vereffening blijven de bepalingen van de statuten voor zover mogelijk van kracht.

LOYENS LOEFF

DRUP/BOSMAN/#31718488
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NOTE ABOUT TRANSLATION:
This document is an English translation of a document prepared in Dutch, which deed will be executed in the Dutch language. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

DEED OF AMENDMENT TO THE ARTICLES OF ASSOCIATION
(*Portugal Telecom International Finance B.V. em recuperação judicial (subject to Brazilian in-court reorganization proceedings)*)

This thirtieth day of December two thousand and nineteen, there appeared before me, Pieter Gerard van Druten, civil law notary officiating in Amsterdam, the Netherlands:
Erwin Bosma, born in Emmeloord, the Netherlands, on the thirtieth day of June nineteen hundred and ninety-one, with office address Fred. Roeskestraat 100, 1076 ED Amsterdam, the Netherlands.
The person appearing declared the following:
On the nineteenth day of December two thousand and nineteen the general meeting of **Portugal Telecom International Finance B.V. em recuperação judicial (subject to Brazilian in-court reorganization proceedings)**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its registered office address at Naritaweg 165, 1043 BW Amsterdam, the Netherlands, registered with the Dutch trade register under number 34108060 (**Company**), resolved to partially amend the articles of association of the Company, as well as to authorise the person appearing to have this deed executed. The adoption of such resolutions is evidenced by a shareholder's resolution, a copy of which shall be attached to this deed (***Annex***).
The articles of association of the Company were most recently partially amended by a deed, executed on the eleventh day of January two thousand and seventeen before P.G. van Druten, civil law notary officiating in Amsterdam, the Netherlands.
In implementing the aforementioned resolution, the articles of association of the Company are hereby amended as follows.

Amendment

Article 3. Capital and shares is amended and shall read as follows:

"Article 3. Capital and shares

1. The nominal value of each of the shares equals five hundred euro (EUR 500.00).
2. The shares are registered in the name of the holders. No share-certificates shall be issued.".

End

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam, the Netherlands, on the date stated in the first paragraph of this deed. The contents of the deed have been stated and clarified to the person appearing. The person appearing has declared not to wish the deed to be fully read out, to have noted the contents of the deed timely before its execution and to agree with the contents. After limited reading, this deed was signed first by the person appearing and thereafter by me, civil law notary.

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STATEMENT ABOUT ARTICLES OF ASSOCIATION

The undersigned:

Pieter Gerard van Druten, civil law notary, officiating in Amsterdam, the Netherlands,

hereby declares:

that the attached document is a fair office translation of the consecutive wording of the articles of association in the Dutch language of **Portugal Telecom International Finance B.V. em recuperação judicial (subject to Brazilian in-court reorganization proceedings)**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its registered office address at Naritaweg 165, 1043 BW Amsterdam, the Netherlands, registered with the Dutch trade register under number 34108060, including the amendment of the articles, effected by notarial deed, executed on 30 December 2019, before me, civil law notary.

In preparing this document an attempt has been made to translate as literally as possible without jeopardizing the overall continuity of the text. Inevitably, however, differences may occur in translation, and if they do, the Dutch text will by law govern. In the attached document, Dutch legal concepts are expressed in English terms and not in their original Dutch terms; the concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

Signed in Amsterdam, the Netherlands, on 30 December 2019.

mr P.G. VAN DRUTEN
NOTARIS TE AMSTERDAM

ARTICLES OF ASSOCIATION:

Article 1. Name, seat and duration

1. The name of the company is:
   Portugal Telecom International Finance B.V.
2. The seat of the company is in Amsterdam.
3. The company has been entered into for an indefinite period of time.

Article 2. Purposes

The purposes of the company are:

- to incorporate, to participate in any way whatsoever, to manage and to supervise enterprises and companies;
- to render guarantees and to bind the company or assets of the company on behalf of enterprises and companies with which the company forms a group;
- to render services to enterprises and companies;
- to finance enterprises and companies;
- to lend and to borrow money;
- to obtain, alienate, manage and to exploit real estate and items of property in general;
- to exploit and to trade patents, marks, licenses, know-how and intellectual rights of property;
- to perform all kind of industrial, financial and commercial activities;

and to do all that is connected therewith or may be conducive thereto, all this to be interpreted in the widest sense.

Article 3. Capital and shares

1. The nominal value of each of the shares equals five hundred euro (EUR 500.00).
2. The shares are registered in the name of the holders. No share-certificates shall be issued.

Article 4. Shareholders' register

1. The Managing Board shall keep a register in which the names and addresses of all shareholders shall be recorded, with mention of the date they acquired the shares, the date of acknowledgement or service as well as the amount paid in on each share.
2. The provisions of Article 2:194 Dutch Civil Code are applicable.

Article 5. Issue of shares

1. The issue of shares shall be effected pursuant to a resolution of the general meeting of shareholders - hereinafter referred to as: the "general meeting" - insofar as the general meeting has not designated another organ of the company in this respect.
2. For the issue of a share further an appropriate notarial deed, executed by a civil law notary, officiating in the Netherlands, in which deed all parties involved are represented, shall be required.
3. A resolution for the issue of shares shall stipulate whether shareholders have a right to pre-emption, with due observance of the provisions of the Law.
4. The full nominal amount of each share must be paid in on issue.

5. The Managing Board is entitled without prior approval of the general meeting of shareholders to perform acts in law as mentioned in article 2:204, paragraph 1 Dutch Civil Code.

Article 6. Own shares

1. The company shall be entitled - subject to due observance of the relevant provisions of the Law - to acquire its own fully paid in shares or the depositary receipts thereof.
2. The company may give loans in consideration of the taking or acquisition of shares in its capital, but only up to the amount of the distributable reserves.
3. The company shall not co-operate with the issue of registered certificates of beneficial ownership.

Article 7. Transfer of shares. Life estate. Pledging

1. The transfer of shares as well as the creation or transfer of a limited right thereon, shall require an appropriate notarial deed, executed by a civil law notary, officiating in the Netherlands, in which deed all parties involved are represented.
2. The rights attached to the shares cannot be exercised by the new shareholder be-fore the legal act has been acknowledged by the company or has been serviced on the company, according to the relevant provisions of the law, unless the com-pany itself is a party to the legal act.
3. If a life estate is created or if the shares are pledged, the voting rights cannot be assigned to the estate holder or the pledgee.

Article 8. Restrictions on transfer of shares

1. In order to be valid any transfer of shares shall require the approval in accordance with the provisions of this article of the general meeting. No approval is required if, either all shareholders have approved the intended transfer in writing, which approval shall remain valid for three months, or a shareholder is obligated by law to transfer his shares to a prior shareholder.
2. A shareholder who wishes to transfer shares - in this article also referred to as the applicant - shall give notice of such intention to the management board by registered letter or against a receipt, which notice shall specify the number of shares he wishes to transfer and the person or the persons to whom he wishes to transfer the shares.
3. The management board shall be obliged to convene and to hold a general meeting within six weeks from the date of receipt of the notice referred to in the preceding paragraph. The contents of such notice shall be stated in the convocation.
4. If the meeting grants the approval requested, the transfer must take place within three months thereafter.
5. If:
   a. no such meeting as referred to in paragraph 3 has been held within the term mentioned in that paragraph;
   b. at that meeting no resolution has been adopted regarding the request for approval;

   c. such approval has been refused without the meeting having informed the applicant, at the same time as the refusal, of one or more interested parties who are prepared to purchase all the shares to which the request for approval relates, against payment in cash,

   the approval requested shall be deemed to have been granted and, in the case mentioned under a, shall be deemed to have been granted on the final day on which the meeting should have been held.

6. Unless the applicant and the party(ies) interested designated by the general meeting and accepted by him agree otherwise as to the price or the determination of the price, the purchase price of the shares shall be determined by an expert, appointed at the request of the most willing party by the chairman of the Chamber of Commerce in whose district the company has its official seat.
7. The applicant remains entitled to withdraw, until the expiry of one month after the determination of aforesaid price has been communicated to him in writing.
8. The costs of determining the price shall be borne:
   a. by the applicant if he withdraws;
   b. by the applicant as to one half and the purchasers as to the other half if the shares are purchased by the interested parties, on the understanding that each purchaser shall contribute in proportion to the number of shares purchased by him;
   c. by the company in cases not falling under a or b.
9. The company itself can only be an interested party as referred to in paragraph 5 under c. with the consent of the applicant.

Article 9. Managing Board

1. The management board shall consist of one or more members. Both individuals and local and foreign legal entities can act as management board members.
2. Management board members are appointed by the general meeting.
3. A management board member may be suspended or dismissed by the general meeting at any time.
4. The authority to establish a remuneration and other conditions or employment for management board members is vested in the general meeting.

Article 10

1. The Managing Board shall be entrusted with the management of the company.
2. The general meeting shall be authorized to submit certain resolutions by the Managing Board to its approval, provided the general meeting shall notify the Managing Board in writing thereof.
3. A management board member shall not participate in deliberations and the decision-making process in the event of a direct or indirect personal conflict of interest between that management board member and the Company and the enterprise connected with it. If there is such a direct or indirect personal conflict of interest in respect of all management board members or the sole management board member, the preceding sentence does not apply and the management board shall maintain its authority.

Article 11. Representation

The Company shall be represented by the management board and each management board member is also authorised to represent the Company individually.

Article 12

In case one or more members of the Managing Board are prevented or incapacitated to act, the remaining members or the remaining member of the Managing Board shall be temporarily entrusted with the full management of the company, whereas in case all members of the Managing Board or the sole member of the Managing Board are prevented or incapacitated to act, the management shall be temporarily entrusted to the person to be designated thereto each year by the general meeting.

Article 13. Financial year and annual accounts

1. The financial year of the company shall be the calendar year.
2. Annually, within five months after the end of the financial year concerned - unless this term is extended by the general meeting with not more than six months by reason of special circumstances -, the Managing Board shall draw up the annual accounts consisting of a balance-sheet, a profit and loss account and explanatory notes.
   Within said period the annual accounts and the annual report shall be available at the company's office for inspection by the shareholders.
3. The general meeting confirms the annual accounts.
   The meeting mentioned in sub. 2 will decide concerning the discharge of the Managing Board.

Article 14. Profits

1. The profits of the company, according to the annual accounts confirmed by the general meeting, are - insofar as they are not to be preserved for the formation or maintenance of reserves prescribed by Law - at the disposal of the general meeting which decides about reservation or payment of profits.
2. Dividends may be paid up only to the amount above the sum of the balances between net assets and paid in capital, increased with reserves which must be maintained by virtue of Law.
3. The Managing Board may resolve to pay out an interim-dividend with due observance of the provision of paragraph 2.
4. The claim of a shareholder for payment of dividend will expire after a period of five years.

Article 15. General meetings of shareholders

1. The general meetings shall be held in the place where the company has its statutory seat or at Rotterdam, The Hague or Schiphol (municipality Haarlemmermeer).
2. A general meeting shall be held annually within the six months after the end of the financial year concerned in which among other matters the annual accounts shall be confirmed and the appropriation of profits shall be decided upon.

Article 16

1. The Managing Board shall convene the general meeting not later than on the fifteenth day prior to the meeting.
2. Shareholders shall be convened to general meetings by letters sent to their addresses as per the register as mentioned in Article 4.

Article 17. The entire issued share capital is represented. Notes

1. Valid resolutions may be taken on all subjects on the agenda provided unanimously, as long as the entire issued share capital is represented at a general meeting, even though the formalities prescribed by Law or the Articles of Association for the convocation and holding of meetings have not been complied with.
2. The Managing Board keeps a record of the resolutions made. If the Managing Board is not represented at a meeting, the chairman of the meeting shall provide the Managing Board with a transcript of the resolutions made as soon as possible after the meeting. The records shall be deposited at the offices of the company for inspection by the shareholders. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs.

Article 18

1. On shares in its own capital acquired by the company no voting rights shall be exercised by the company.
   Payment to the company on these shares will not take place.
2. At the determination of any majority or any quorum, required for passing of a resolution by the general meeting, the shares in its own capital acquired by the company shall be left out of consideration.

Article 19

1. The general meeting shall appoint the chairman of the meeting.
2. The general meeting decides with an absolute majority of votes, validly cast.
3. Each share confers the right to cast one vote.
4. The Managing Board keeps a record of the resolutions made;
   article 17 paragraph 2 of the articles of association are equally applicable.

Article 20. Resolutions outside meetings. Notes

1. Resolutions of the shareholders may instead of in general meetings also be taken in writing provided this is done unanimously by all the shareholders entitled to vote.
2. The Managing Board shall keep a record of the resolutions thus made.
   Each of the shareholders must procure that the Managing Board is informed in writing of the resolutions made in accordance with paragraph 1 as soon as possible.
   The records shall be deposited at the offices of the company for inspection by the shareholders. Upon request each of them shall be provided with a copy or an extract of such record at not more than the actual costs.

Article 21. Amendment

In case a proposal for amendment of the Articles of Association is submitted to the general meeting simultaneously a copy of the proposal in which the verbatim text of the proposed amendment is embodied has to be deposited at the company's office for inspection by those who are entitled thereto by Law, until the end of the meeting concerned.

Article 22. Dissolution

1. At the dissolution of the company by virtue of a resolution of the general meeting, the liquidation shall be effected by the Managing Board, unless the general meeting shall decide otherwise.
2. The general meeting shall fix the remuneration of the liquidators.
3. The liquidation shall be effected with due observance of the applicable provisions of the Law.
4. The remainder of the assets of the company after payment of all creditors shall be transferred to the shareholders in proportion to the nominal value of their shareholding.
5. The liquidation shall otherwise be subject to the provisions of Title 1 of Book 2 Dutch Civil Code.
6. During the liquidation the Articles of Association shall remain applicable insofar as possible.

WRITTEN RESOLUTION OF THE SHAREHOLDER OF

PORTUGAL TELECOM INTERNATIONAL FINANCE B.V. – IN JUDICIAL REORGANIZATION

Date: 20 SEPTEMBER 2018

THE UNDERSIGNED, in this respect acting in its capacity as sole shareholder (**Shareholder**) of **Portugal Telecom International Finance B.V. – In Judicial Reorganization**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands and having its registered office address at Naritaweg 165, 1043 BW Amsterdam, the Netherlands, registered with the trade register in the Netherlands under number 34108060 (the **Company**).

HEREBY RESOLVES AS FOLLOWS:

1 To accept the resignation of Dommo Empreendimentos Imobiliários Ltda., a company incorporated under the laws of Brazil, registered with the relevant trade register under number 35.230.535.193, as a member of the Management Board of the Company as per the date of the execution of this resolution and to grant a full and final discharge to Dommo Empreendimentos Imobiliários Ltda. for its management of the Company.

2 To appoint CVTEL B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, registered with the trade register in the Netherlands under number 34288553, as a member of the Management Board of the Company as per the date of the execution of this resolution.

AND HEREBY:

3 Confirms that at the date hereof the Company's articles of association do not restrict or exclude the adoption of shareholder's resolutions without holding a meeting.

4 Confirms to agree with this form of decision-making.

5 Confirms that at the date hereof the voting rights over the shares in the capital of the Company cannot be exercised by any person other than the Shareholder.

6 Confirms that at the date hereof the right to attend and participate in a general meeting of shareholders of the Company (*vergaderrecht*) cannot be exercised by any person other than the Shareholder.

7 Confirms that each member of the management board of the Company (the **Board**) has been given the opportunity to advise on the resolutions adopted hereby.

8 Declares that a copy of this shareholder's resolution will be sent to the Board in order to enable the Board to keep record thereof.

AND FINALLY, EACH SIGNATORY:

9 Confirms to be individually, or (if applicable) jointly with one or more of the other signatories of this resolution, authorised to represent the undersigned on whose behalf such signatory signs this resolution.

Signature page follows

This written resolution is signed by the Shareholder and shall have immediate effect.

Signed for and on behalf of **Oi S.A. – In Judicial Reorganization** by,

____
Name: CARLOS AUGUSTO M. P. A. BRANDÃO
Title: CHIEF FINANCIAL OFFICER AND INVESTOR RELATIONS OFFICER

____
Name:
Title:

This written resolution is signed by the Shareholder and shall have immediate effect.

Signed for and on behalf of **Oi S.A. – In Judicial Reorganization** by,

Name: CARLOS AUGUSTO M. P. A. BRANDÃO	Name: BERNARDO KOS WINIK
Title: CHIEF FINANCIAL OFFICER AND INVESTOR RELATIONS OFFICER	Title: OFFICER

WRITTEN RESOLUTIONS OF THE BOARD OF MANAGING DIRECTORS OF PORTUGAL TELECOM INTERNATIONAL FINANCE B.V.

Resolutions dated June 1st, 2024.

THE UNDERSIGNED:

1. **CVTEL B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and existing under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, with registered address at Delflandlaan 1 (Queens Tower), Office 916, 1062 EA, Amsterdam, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 34288553;

being the managing director of and as such representing the entire board of managing directors (the **Board**) of:

Portugal Telecom International Finance B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) organized and existing under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, with registered address at Delflandlaan 1 (Queens Tower), Office 806, 1062 EA,Amsterdam, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 34108060 (the **Company**).

WHEREAS:

(i) Pursuant to article 10 paragraph 1 of the Company's articles of association, the Board is entrusted with the management of the Company and shall be charged with the conduct of the business of the Company;

(ii) The Company wishes to change the registered and correspondence address of the Company to Delflandlaan 1 (Queens Tower), Office 916, 1062 EA Amsterdam, The Netherlands, effective as per June 1st , 2024.

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HEREBY CONFIRM THAT:

1. None of the managing directors has a personal conflict of interest with the Company within the meaning of Section 2:239 paragraph 6 of the Dutch Civil Code in respect of the matters included in this written resolution so that they are authorized to participate in the deliberation and decision-making process with regard to the resolutions included in this written resolution.

2. The Board has not received an instruction within the meaning of Section 2:239 paragraph 4 of the Dutch Civil Code which would preclude the Board from validly adopting the resolutions contained herein.

3. The Board has not drawn up rules (*reglement*) setting out rules for its internal decision-making process and the internal allocation of duties for each managing director individually.

AND HEREBY UNANIMOUSLY RESOLVE AS FOLLOWS:

- To change the registered and correspondence address of the Company to Delflandlaan 1 (Queens Tower), Office 916, 1062 EA Amsterdam, The Netherlands, effective as per June 1st, 2024.

All resolutions contained herein were unanimously resolved and all legal acts hereby made or constituted were made unanimously and these written resolutions shall have immediate effect.

This resolution may be executed in any number of counterparts and by e-mail exchange of executed signature pages, all of which taken together shall constitute one and the same document.

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SIGNATURE PAGE

Signed for and on behalf of **CVTEL B.V.** as Director.

1. Cristiane Barretto Sales

DocuSigned by:
CRISTIANE BARRETTO SALES
2190C0413636462...

Title: Director A

Signed in: São Paulo, Brazil.

2. Antonio Reinaldo Rabelo Filho

DocuSigned by:
2E7E99C49D98436...

Title : Director B

Signed in: Amsterdam, The Netherlands.

WRITTEN RESOLUTIONS OF THE SOLE SHAREHOLDER OF CVTEL B.V.

Resolutions dated February 14, 2025.

THE UNDERSIGNED:

Oi S.A. – In Judicial Reorganization, a public company with limited liability, incorporated and validly existing under the laws of Brazil, with corporate seat in Rio de Janeiro, Brazil with a business address at Rua do Lavradio 71, 2° Andar, Centro, Rio de Janeiro, RJ, 20.230-070, Brazil, registered with Registro Mercantil under number 333.0029520-8, being the sole shareholder (the **Shareholder**) constituting the general meeting (**General Meeting**) of **CVTEL B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its corporate seat in Amsterdam, the Netherlands, with registered address at Delflandlaan 1 (Queens Tower), Office 916, 1062 EA Amsterdam, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 34288553 (the **Company**).

WHEREAS:

A. pursuant to and in accordance with Section 2:238 paragraph 1 of the Dutch Civil Code, shareholders of the Company may validly adopt resolutions otherwise than in a general meeting provided that (i) those having the right to attend and address a general meeting within the meaning of Section 2:227 Dutch Civil Code (*vergadergerechtigden*) have given their consent to this form of decision-making, (ii) the managing directors (*bestuurders*) of the Company have been given the opportunity to advise prior to adopting the resolutions and (iii) such resolutions are adopted in writing;
B. the articles of association of the Company as currently in force (the "**Articles**") provide in Article 14 paragraph 2 that the General Meeting may adopt written resolutions without holding a meeting, provided that all shareholders entitled to vote has agreed to this manner of decision making;
C. pursuant to article 8 paragraph 1 and paragraph 3 of the Articles, the General Meeting can resolve to appoint and suspend or remove a director of the Company.

(i) the General Meeting wishes to accept the resignation of Antonio Reinaldo Rabelo Filho ("**Mr. Rabelo Filho**"), as Director B of the Company, duly communicated in advance, as per October 31, 2024, thereby granting full and final discharge for his management of the Company's during the term in office excluding the liability arising as a result of fraud, willful misconduct and gross negligence as decided, in final in that sense, per a final decision of a competent court.

(ii) The General Meeting wishes to appoint Mr. Marcelo José Milliet, Brazilian citizen, married under a total separation of property regime, holder of Identity Card No. 8.883.424-4-SSP-SP, and enrolled with Individual Taxpayers Registry (CPF/MF) under No. 038.613.428-63, with business address at Rua Jangadeiros nº 48, 7º floor, Ipanema, Rio de Janeiro/RJ, Brazil, ZIP CODE: 22420-010 ("**Mr. Milliet"**) as Director B of the Company as per October 31, 2024.

(iii) The General Meeting wishes to accept the resignation of Cristiane Barretto Sales ("**Ms. Barretto**") as Director A of the Company, duly communicated in advance, as per December 17, 2024, thereby granting full and final discharge for his management of the Company's during the term in office excluding the liability arising as a result of fraud, willful misconduct and gross negligence as decided, in final in that sense, per a final decision of a competent court.

(iv) The General Meeting wishes to appoint Mr. Rodrigo Caldas de Toledo Aguiar, Brazilian citizen, married, holder of Identity Card No. 9.928.376-1, issued by SSP/SP, and enrolled with Individual Taxpayers Registry (CPF/MF) under No. 084.600.558-17, with business address at Rua Jangadeiros nº 48, 7º floor, Ipanema, Rio de Janeiro/RJ, Brazil, ZIP CODE: 22420-010 ("**Mr. Aguiar"**) , as Director A of the Company as per December 17, 2024.

CONSIDERING AND CONFIRMING THAT:

1. No depository receipts for shares with the right to attend and address a general meeting (*certificaten van aandelen met vergaderrechten*) in the capital of the Company have been issued and none of the shares in the capital of the Company are subject to a right

of usufruct (*vruchtgebruik*) or a right of pledge (*pand*), therefore no persons other than the Shareholder have the rights as referred to in Section 2:227 paragraph 1 DCC (*vergaderrechten*).

2. each member of the management board of the Company has been given the opportunity to render advice in respect of this resolution.

3. The Shareholder is the owner of the entire issued and outstanding share capital of the Company and is entitled to exercise the voting rights attached to all shares in the capital of the Company.

4. At the date hereof:
   i. no resolution has been adopted concerning the statutory merger (*juridische fusie*) or division (*splitsing*), in both cases involving the Company as disappearing entity, or the voluntary liquidation (*ontbinding*) of the Company;
   ii. no resolution has been adopted concerning the filing of a request for its bankruptcy (*faillissement*) or for a suspension of payments (*surseance van betaling*) or any similar proceedings under the EU Insolvency Regulation; and
   iii. the Company has not received a notice from the Dutch Chamber of Commerce concerning its dissolution under Section 2:19a of the Dutch Civil Code or from the relevant competent district court (*rechtbank*) concerning its dissolution under Section 2:21 of the Dutch Civil Code.

5. The shares in the capital of the Company (i) have been duly authorized and validly issued and have not been repurchased (*ingekocht*), cancelled (*ingetrokken*), reduced (*afgestempeld*), split or combined, (ii) the Shareholder holds valid and legal title to the shares of the Company, free of any defect that might result in rescission or avoidance thereof and (iii) the shares of the Company are free and clear of any right of usufruct (*vruchtgebruik*) or attachment (*beslag*).

THE GENERAL MEETING HEREBY UNANIMOUSLY RESOLVES AND TO THE EXTENT NECESSARY CONFIRMS:

1. to accept the resignation of Mr. Rabelo Filho as Director B of the Company, effective as per October 31, 2024, thereby granting full and final discharge for his management of the Company during the term in office excluding the liability arising as a result of fraud,

willful misconduct and gross negligence as decided, in final in that sense, per a final decision of a competent court.

2. To accept the appointment of Mr. Milliet as Director B of the Company as per October 31, 2024;

3. To accept the resignation of Ms. Barretto as Director A of the Company effective as per December 17, 2024, thereby granting full and final discharge for her management of the Company during the term in office excluding the liability arising as a result of fraud, willful misconduct and gross negligence as decided, in final in that sense, per a final decision of a competent court;

4. To accept the appointment of Mr. Aguiar as Director A of the Company as per December 17, 2024.

All resolutions contained herein were unanimously resolved and all legal acts hereby made or constituted were made unanimously and these written resolutions shall have immediate effect.

This resolution may be executed in any number of counterparts and by email exchange of executed signature pages, all of which taken together shall constitute one and the same document.

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SIGNATURE PAGE

This written resolution is signed by the Shareholder and shall have immediate effect.

Signed for and on behalf of **Oi S.A. – In Judicial Reorganization**, represented by:

Assinado por:

1. Marcelo José Milliet

Assinado por:
Marcelo José Milliet
9E53305DD8A841E...

Title: Chief Executive Officer

Signed in: Rio de Janeiro, Brazil.

2. Fábio Wagner

Assinado por:
Fábio Wagner
998A55690A66449...

Title: Legal Officer

Signed in: Rio de Janeiro, Brazil.

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PROCURAÇÃO	POWER OF ATTORNEY
OUTORGANTE: PORTUGAL TELECOM INTERNATIONAL FINANCE B.V. – EM RECUPERAÇÃO JUDICIAL, sociedade de responsabilidade limitada constituída sob as leis da Holanda, com sede em Delflandlaan 1 (Queens Tower), Office 806, 1062 EA, Amsterdam, Holanda, neste ato representada na forma de seu contrato social pela CVTEL B.V., uma empresa privada de responsabilidade limitada organizada e existente sob as leis da Holanda, com sede em Delflandlaan 1 (Queens Tower), Office 806, 1062 EA, Amsterdã, Holanda.	**GRANTOR: PORTUGAL TELECOM INTERNATIONAL FINANCE B.V. – UNDER JUDICIAL REORGANIZATION**, a private limited liability company organized in accordance with the laws of the Netherlands, with head office at Delflandlaan 1 (Queens Tower), Office 806, 1062 EA, Amsterdam, the Netherlands, herein represented in the form of its bylaws by CVTEL B.V., a private limited liability company (besloten vennootschap met beperkte aansprakelijkheid) organized and existing under the laws of the Netherlands, with head office at Delflandlaan 1 (Queens Tower), Office 806, 1062 EA, Amsterdam, the Netherlands.
OUTORGADOS: Fábio Wagner, brasileiro, casado, Diretor Jurídico, Advogado, portador da carteira de identidade nº 28.882.762-4, expedida pela SSP/SP, inscrito no CPF/MF sob o nº 225.737.668-45 (**Primeiro Outorgado**); **Elen Marques Souto La Croix**, brasileira, casada, Advogada inscrita na OAB/RJ, sob o nº 73.109 e no CPF/MF sob o nº 976.141.497-34 (**Segunda Outorgada**); **Daniella Geszikter Ventura**, brasileira, divorciada, Advogada inscrita na OAB/RJ sob o nº 120.675 e no CPF/MF sob o nº 078.092.467-39 (**Terceira Outorgada**); **Williams Pereira Junior**, brasileiro, casado, Advogado inscrito na OAB/RJ sob o n° 94.668 e CPF/MF sob o n° 035.338.557-32 (**Quarto Outorgado**);	**GRANTEES: Fábio Wagner,** Brazilian, married, Legal Director of the Grantor, enrolled in the OAB/SP under nº 238.451 **(First Attorney-in-fact)**; **Elen Marques Souto La Croix**, Brazilian, married, enrolled in the OAB/RJ under nº 73.109 **(Second Attorney-in-fact)**; **Daniella Geszikter Ventura**, Brazilian, divorced, enrolled in the OAB/RJ under nº 120.675 **(Third Attorney-in-fact)**; **Williams Pereira Junior**, Brazilian, married, enrolled in the OAB/RJ under nº 94.668 **(Fourth Attorney-in-fact)**; **Fabrício Cardoso de Farias Martins**, Brazilian, divorced, enrolled in the OAB/RJ under nº 102.662 **(Fifth Attorney-in-fact)**; **Naiara Hilda Gomes Jorge**, Brazilian, married,

Fabrício Cardoso de Farias Martins, brasileiro, divorciado, Advogado inscrito na OAB/RJ, sob o nº 102.662 e no CPF/MF sob o nº 028.374.357-32 (**Quinto Outorgado**); **Naiara Hilda Gomes Jorge**, brasileira, casada, Advogada inscrita na OAB/RJ sob o nº 183.696 e no CPF/MF sob o nº 121.266.817-00 (**Sexta Outorgada**); **Douglas Tostes Coelho**, brasileiro, casado, Advogado inscrito na OAB/RJ sob o nº 127.233 e CPF/MF sob o nº 089.523.807-11 (**Sétimo Outorgado**); **Gustavo Miranda Medina da Silva**, brasileiro, casado, Advogado inscrito na OAB/RJ sob o nº 126.872 e no CPF/MF sob o nº 077.091.687-28 (**Oitavo Outorgado**); **Marcos Pitanga Caeté Ferreira**, brasileiro, casado, inscrito na OAB/RJ sob o nº 144.825; **Thiago Peixoto Alves**, brasileiro, casado, inscrito na OAB/RJ sob o nº 155.282; **Luiz Carlos Malheiros França**, brasileiro, casado, inscrito na OAB/RJ sob o nº OAB/RJ 163.989; **João Felipe Lynch Meggiolaro**, brasileiro, solteiro, inscrito na OAB/RJ sob o nº 216.273; **Fernanda Anuda Marcondes de Carvalho**, brasileira, solteira, inscrita na OAB/RJ sob o nº 241.307; **Edson Bossonaro Júnior**, brasileiro, solteiro, inscrito na OAB/SP sob o nº 473.090; **Diana Lise Freitas**, brasileira, solteira, inscrita na OAB/RJ sob o nº 256.584; e **Luis Felipe Freitas**, brasileiro, solteiro, inscrito na OAB/RJ sob o nº 261.146, todos integrantes da sociedade **FERRO, CASTRO NEVES, DALTRO & GOMIDE ADVOGADOS**, com escritório na Avenida Rio Branco, nº 85, 13º, 15º, 17º e 18º andares, Centro, Rio de Janeiro, RJ, CEP: 20040-923.

enrolled in the OAB/RJ under nº 183.696 **(Sixth Attorney-in-fact)**; **Douglas Tostes Coelho**, Brazilian, married, enrolled in the OAB/RJ under nº 127.233 **(Seventh Attorney-in-fact)**; **Gustavo Miranda Medina da Silva,** Brazilian, married, enrolled in the OAB/RJ under nº 126.872 **(Eight Attorney-in-fact)**; **Marcos Pitanga Caeté Ferreira**, Brazilian, married, enrolled in the OAB/RJ under nº 144.825; **Thiago Peixoto Alves**, Brazilian, married, enrolled in the OAB/RJ under nº 155.282; **Luiz Carlos Malheiros França**, Brazilian, married, enrolled in the OAB/RJ under nº 163.989; **João Felipe Lynch Meggiolaro**, Brazilian, single, enrolled in the OAB/RJ under nº 216.273; **Fernanda Anuda Marcondes de Carvalho**, Brazilian, single, enrolled in the OAB/RJ under nº 241.307; **Edson Bossonaro Júnior**, Brazilian, single, enrolled in the OAB/SP under nº 473.090; **Diana Lise Freitas**, Brazilian, single, enrolled in the OAB/RJ under nº 256.584; and **Luis Felipe Freitas**, Brazilian, single, enrolled in the OAB/RJ under nº 261.146, all members of the law firm **FERRO, CASTRO NEVES, DALTRO & GOMIDE ADVOGADOS**, with headquarter at Avenida Rio Branco, number 85, 13º, 15º, 17º e 18º floors, Centro, Rio de Janeiro, RJ, ZIPCODE: 20040-923.

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PODERES: A Outorgante nomeia e constitui os Outorgados como seus bastante procuradores, a quem outorga todos os poderes para o foro em geral, com o fim de, em conjunto ou separadamente, independentemente da ordem de nomeação, defender judicialmente os interesses da Outorgante no âmbito de quaisquer procedimentos de insolvência regidos pela Lei, nº 11.101/2005, com plenos poderes para, sem a tanto se limitar, representar a Outorgante nos autos da Ação de Recuperação Judicial nº 0090940-03.2023.8.19.0001, em trâmite perante a 7ª Vara Empresarial da Comarca da Capital do Tribunal de Justiça do Estado do Rio de Janeiro, bem como todos os incidentes e recursos a ela relacionados, podendo, ainda, representar a Outorgante em assembleias e reuniões de credores, apresentar plano de recuperação judicial, acordar, transigir, renunciar, desistir, notificar, interpelar, firmar compromisso, dar e receber quitação, prestar declarações, representar a Outorgante perante repartições públicas federais, estaduais, municipais e órgãos da administração pública direta e indireta e, de modo geral, praticar todos os demais atos necessários ao bom e fiel cumprimento deste mandato. Todos os documentos assinados pelo Outorgados obedecerão aos limites estabelecidos no Estatuto Social da Outorgante, **sendo vedado o seu substabelecimento, exceto aos 8 (oito)primeiros Outorgados, a quem são**

POWERS: The Grantor appoints and constitutes the Attorneys-in-fact as its proxies, granting them, who may act jointly or individually, regardless the order in which they are named, all powers to protect and defend the Grantor rights and interests in any insolvency proceedings set forth in the Brazilian Law nº. 11.101/2005, with power to, without being limited to, represent the Grantor in Reorganization Proceeding nº 0090940-03.2023.8.19.0001, in progress at the 7th Business Court of the Capital District of the Court of Justice of the State of Rio de Janeiro, as well as in any proceedings and appeals related to it, negotiate, compromise, abdicate, notify, challenge, take oaths, give and receive acquittance, represent the Grantor before federal, state, municipal public offices and bodies of direct and indirect public administration, and, in general, perform all other acts necessary for the good and faithful execution of this power of attorney. The first Eight Attorneys-in-fact are also granted powers to delegate, wholly or partially, any of the powers hereby conferred, under the conditions they deem appropriate.

All documents co-executed by the Attorneys-in-fact shall comply with the limits set forth in Bylaws of the Grantor and the delegation of powers will not be allowed. During the term of this Power of Attorney, the Attorney-in-fact shall act ethically and pursuant to the terms of the Brazilian anti-corruption laws or any other

<u>**conferidos poderes para substabelecer, em todo ou em parte, qualquer dos poderes aqui outorgados, nas condições que julgar(em) apropriada(s)**</u>. Os Outorgados ora constituídos devem, durante a consecução do presente mandato, conduzir seus atos de forma ética e em conformidade com os termos das leis anticorrupção do Brasil ou de quaisquer outras aplicáveis sobre o objeto do presente instrumento, notadamente a Lei brasileira nº 12.846, de 1º de agosto de 2013, e sua respectiva regulamentação ("Regras Anticorrupção"), comprometendo-se a abster-se de qualquer atividade que constitua uma violação das disposições das Regras Anticorrupção. Na execução deste mandato, os Outorgados não estão autorizados pela Outorgante a dar, oferecer, pagar, prometer pagar ou autorizar o pagamento, direta ou indiretamente, de qualquer dinheiro ou qualquer coisa de valor a qualquer autoridade governamental, consultores, representantes, parceiros ou quaisquer terceiros, bem como assegurar qualquer vantagem indevida, ou direcionar negócios para qualquer pessoa, em violação às Regras Anticorrupção. Qualquer descumprimento das Regras Anticorrupção pelos Outorgados, em qualquer um dos seus aspectos, ensejará a rescisão motivada imediata do presente mandato em relação ao Outorgado que houver descumprido o referido preceito anticorrupção, podendo a Outorgante tomar as medidas administrativas e judiciais cabíveis contra o mesmo.

anti-corruption laws applicable to this Power of Attorney, notably the Brazilian Law No. 12,846/2013, and its respective regulations (the "Anti-Corruption Rules"), and the Attorney-infact undertaking to refrain from any action that violates any provisions of such Anti-Corruption Rules. The Attorney-in-fact is not authorized by the Grantor to give, offer, pay, promise to pay, or otherwise authorize the payment of, direct- or indirectly, any money or anything of value to any officer or employee of any government, consultants, agents, business partners, or third-parties for the purpose of securing any improper advantage for, or directing any business to, any person, in violation of the Anti-Corruption Rules. Any violation of the Anti-Corruption Rules by the Attorney-in-fact, in any aspect, will give rise to the immediate revocation with cause of this Power of Attorney with respect to the Grantor who breached them, and the Grantor may take the applicable administrative and judicial measures against the Attorney-in-fact who have breached said anti-corruption precept.

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VALIDADE: O presente instrumento de procuração terá validade por prazo indeterminado, sendo que se (i) os 8 (oito) Primeiros Outorgados tiverem o seu contrato de trabalho ou de prestação de serviço rescindido com a Outorgante ou com sua(s) controlada(s) ou coligada(s), diretas ou indiretas, conforme o caso, terão o presente mandato imediatamente extinto; e (ii) um dos demais Outorgados tiver o seu vínculo rescindido com a sociedade de advogados indicada, o presente mandato será imediatamente extinto em relação ao referido Outorgado. Se, ainda, o contrato de prestação de serviço entre as sociedades de advogados indicadas e a Outorgante for rescindido, o presente mandato será imediatamente extinto em relação aos representantes da sociedade de advogados em questão. Este ato revoga e substitui todo e qualquer outro anteriormente outorgado com a mesma finalidade, mesmo que ainda em vigor.	**VALIDITY:** This Power of Attorney herein shall be valid for an indefinite term, and if (i) the first eight Grantees have their employment or service agreement terminated with the Grantor or its direct or indirect subsidiary(s) or affiliate(s), as the case may be, this mandate will be immediately terminated; and (ii) one of the others Attorneyin- fact's relationships with the named law firms is terminated, this Power of Attorney shall be immediately extinguished in relation to such Attorney-in-fact. If, furthermore, the service agreement between the named law firms and the Grantor is terminated, this Power of Attorney shall be immediately terminated with respect to the representatives of the law firm in question.

Em representação da/ On behalf of

PORTUGAL TELECOM INTERNATIONAL FINANCE B.V. – EM RECUPERAÇÃO JUDICIAL / PORTUGAL TELECOM INTERNATIONAL FINANCE B.V. – IN JUDICIAL REORGANIZATION

By **CVTEL B.V.**, sole Managing Director, represented by:

Assinado por:

JURÍDICO oi

Rodrigo Caldas de Toledo Aguiar	**Marcelo José Milliet**
Diretor A / Director A	Diretor B / Director B
Local / Place: Rio de Janeiro, Brasil/ Brazil	Local / Place: Rio de Janeiro, Brasil/Brazil

Data / Date: 23 de junho de 2025. / 23rd June 2025.

SUBSTABELECIMENTO

Pelo presente instrumento particular e no exercício dos poderes a mim conferidos no mandato outorgado pela empresa **PORTUGAL TELECOM INTERNATIONAL FINANCE B.V. – EM RECUPERAÇÃO JUDICIAL**, sociedade de responsabilidade limitada constituída sob as leis da Holanda, com sede em Delflandlaan 1 (Queens Tower), Office 806, 1062 EA, Amsterdam, Holanda, neste ato representada na forma de seu contrato social pela CVTEL B.V., uma empresa privada de responsabilidade limitada organizada e existente sob as leis da Holanda, com sede em Delflandlaan 1 (Queens Tower), Office 806, 1062 EA, Amsterdã, Holanda, substabeleço, com reservas, os advogados **MARCOS PITANGA CAETÉ FERREIRA (OAB/RJ 144.825), LUIZ CARLOS MALHEIROS FRANÇA (OAB/RJ 163.989), JOÃO FELIPE LYNCH MEGGIOLARO (OAB/RJ 216.273), JOÃO FELIPE ALMEIDA (OAB/RJ 200.664), HELENA ACKER CAETANO (OAB/RJ 230.206), FERNANDA ANUDA MARCONDES DE CARVALHO (OAB/RJ 241.307), EDSON BOSSONARO JÚNIOR (OAB/SP 473.090), DIANA LISE MIRANDA SILVA VARGAS DE FREITAS (OAB/RJ 256.584) e LUIS FELLIPE FREITAS MATEUS EGITO PINTO (OAB/RJ 261.146), todos integrantes da sociedade <u>FERRO, CASTRO NEVES, DALTRO & GOMIDE ADVOGADOS</u>, com escritório na cidade do Rio de Janeiro, na Avenida Rio Branco, n° 85, 13°, 15°, 17º e 18° andares, Centro, ao advogado THIAGO PEIXOTO ALVES (OAB/SP 301.491), integrante do escritório <u>FERRO, CASTRO NEVES E DALTRO BORGES SOCIEDADE DE ADVOGADOS</u>, com escritório na Cidade de São Paulo, Rua Ramos Batista, n° 198, 70, 8° e 9° andares, Vila Olímpia, e aos advogados PAULO CALIL FRANCO PADIS (OAB/SP 176.476), ALEXANDRE CARVALHO PINTO RIOS (OAB/SP 289.459), BEATRIZ DE VITA AMARAL MAZZI (OAB/SP 296.678), CLÓVIS PANZARINI FILHO (OAB/SP 174.280), RENATA DE CARVALHO STELLING (OAB/SP 314.055), TALITHA AGUILLAR LEITE (OAB/SP 344.859), GIOVANNA PANTALEÃO DEL RE (OAB/SP 375.473), MATHEUS PEIXOTO MARQUES (OAB/SP 427.122), MARIANA LEONI BESERRA (OAB/SP 443.636), NATALIE YWES SIGNORELLI (OAB/SP 448.023), MARIA VICTÓRIA BARBOSA BRITO GUIMARÃES NASSER (OAB/SP 455.704), todos membros de <u>PADIS MATTAR ADVOGADOS</u>, sociedade inscrita na OAB/SP sob n.º 26.802, com escritório na Avenida Brigadeiro Faria Lima, n.º 1.663, 12º andar, Cidade de São Paulo, Estado de São Paulo, Brasil**, os poderes das cláusulas "ad judicia" e "ad judicia et extra" para representar a Outorgante no foro em geral, em qualquer instância ou tribunal, nos termos do artigo 105 do Novo Código de Processo Civil e do Artigo 5º da Lei 8.906 de 04 de julho de 1994 e os especiais para transigir, acordar, desistir, propor ação rescisória, renunciar ao direito em que se funda a ação, dar e receber quitação, receber intimações e notificações, anexar e retirar documentos e representar a Outorgante, indicar bens a penhora, assinar qualquer termo de penhora e caução, assim como aceitar encargo de depositário fiel em qualquer execução, promovendo a defesa de seus interesses

SUBSTABELECIMENTO

perante quaisquer Juízos e Tribunais, administrativos ou Judiciais, podendo efetuar pagamentos, dar entrada e retirada em documentos, podendo, enfim, praticar todos os atos úteis e/ou necessários ao bom e fiel desempenho do presente mandato, sendo vedado substabelecimento e vedada a possibilidade de receber guias de retirada/ou Alvará para levantamento de valores depositados em contas vinculadas a processos judiciais e, especialmente, para defender judicialmente os interesses da Outorgante no âmbito de quaisquer procedimentos de insolvência regidos pela Lei nº 11.101/2005, com plenos poderes para, sem a tanto se limitar, **nos autos da recuperação judicial nº 0809863-36.2023.8.19.00001 (atual 0090940-03.2023.8.19.0001), ajuizada na forma do artigo 6º, § 12 da Lei nº 11.101/2005, em trâmite perante a 7ª Vara Empresarial da Comarca da Capital do Tribunal de Justiça do Estado do Rio de Janeiro**, inclusive para requerer recuperação judicial e representação em todos os incidentes e recursos a ela relacionados, bem como representação em assembleias e reuniões de credores, apresentar plano de recuperação judicial, acordar, transigir, renunciar, desistir, notificar, interpelar, firmar compromisso, dar e receber quitação, prestar declarações, representação perante repartições públicas federais, estaduais, municipais e órgãos da administração pública direta e indireta e, de modo geral, praticar todos os demais atos necessários ao bom e fiel cumprimento deste mandato. Todos os documentos assinados pelos OUTORGADOS obedecerão aos limites estabelecidos no Estatuto Social da Companhia.

Rio de Janeiro, 30 de junho de 2025

DocuSigned by:

FABRICIO CARDOSO DE FARIA MARTINS

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Fabrício Cardoso de Farias Martins

Gerente Jurídico - Advogado - OAB/RJ – 102.662