

**ANNEX 3.1.6**  
**SELF-COMPOSITION AGREEMENT**

<b>PRINCIPAIS TERMOS E CONDIÇÕES CONTIDOS NO TERMO DE AUTOCOMPOSIÇÃO ESTABELECIDO NO ÂMBITO DO PROCEDIMENTO DE SOLUÇÃO CONSENSUAL</b>	
<b><i>Purpose</i></b>	Termination of the STFC Concession Contracts with the migration of services to a private regime (i.e., authorization regime).
<b><i>Asset Release</i></b>	Termination of asset reversibility, with Oi retaining full and definitive ownership of such assets.
<b><i>Regulatory Cost Reduction</i></b>	Reduction of regulatory obligations as a result of regime adaptation.
<b><i>Service Maintenance Commitments</i></b>	Oi is obligated to maintain the offer of telecommunications services with voice functionality, in a private regime, as a Carrier of Last Resort (CoLR), including three-digit services and interconnection services for voice traffic.
<b><i>Investment Commitments</i></b>	V.tal – Neutral Telecommunications Network S.A. ("V.tal") commits to investment: (i) a minimum of approximately R\$ 5bn; and (ii) additional investments of approximately R\$ 2.3bn, depending on the final amount of the Arbitration funds. Oi commits to additional investments of up to approximately R\$ 2.2bn, depending on the final amount of the Arbitration funds.
<b><i>Arbitration</i></b>	Arbitration process No. 26470/PFF initiated before the ICC ("Arbitration") will be resumed concerning claims for economic and financial balance and sustainability. Oi believes that the amount from the Arbitration will be sufficient, at a minimum, to pay the transacted amount of the AGU fines in the Transaction Instrument (as defined below), valued at approximately R\$7.3bn, adjusted according to the terms of the Transaction Instrument from the base date of 30.05.2022 until the effective payment date, deducted by the amounts of the installments already paid or to be paid ("Transacted Amount of AGU Fines").
<b><i>Priority Allocation of Arbitration Funds</i></b>	Funds from the Arbitration will be primarily allocated to the payment of Oi's obligations to pay the Transacted Amount of the AGU Fines as provided in the Transaction Instrument.
<b><i>Potential Benefits to Oi from Arbitration</i></b>	Funds from the Arbitration that exceed (i) the payment of the Transacted Amount of the AGU Fines as provided in the Transaction Instrument; and (ii) the amounts owed to V.tal in return

	<p>for the minimum and additional investments made by V.tal, will be divided between Oi and V.tal in a proportion of 50% each. Oi's share is still linked to the obligation to make certain additional investments up to a maximum value of approximately R\$2.2 billion, depending on the final amount of the Arbitration funds, as stated in the "Investment Commitments" section above. The excess amounts will be fiduciarily alienated in guarantee to creditors under the terms of the Plan and its exhibits.</p>
<i>Final Approval</i>	<p>The Self-Composition Agreement is subject to approval by the TCU collegiate.</p>
<i>Conditions of Effectiveness</i>	<p>The Self-Composition Agreement will only take effect after certain conditions are met, among which are (i) the provision of a guarantee by Oi for the obligation to maintain the service provision under the COLR regime and (ii) the execution of a legal instrument with the AGU that allows for the suspension of payment until the completion of the Arbitration, rescheduling, or other form of renegotiation of the installments, both due and forthcoming, of the transaction instrument signed between Oi and Anatel on 30.05.2022 ("Transaction Instrument"), in a manner satisfactory to the parties involved in the Transaction Instrument.</p> <p>The Self-Composition Agreement is subject to certain resolute conditions, among which are (i) the non-fulfillment of the conditions of effectiveness within 30 days from the signing of the Self-Composition Agreement, and (ii) the failure to obtain authorization and/or ratification, within the framework of Oi's judicial reorganization, of the definitive assignment of the Arbitration funds for the benefit of V.Tal.</p>