

EXHIBIT 5.4.1.2
NEW FINANCING ADHESION TERM

[Place], [date]

To

Oi S.A. – Em Recuperação Judicial

Portugal Telecom International Finance BV – Em Recuperação Judicial

Oi Brasil Holdings Coöperatief UA – Em Recuperação Judicial

(Altogether, "Oi Group")

E-mail: rjoi@oi.net.br

Ref.: New Financing Adhesion Term

Dear Sirs,

[[NAME]], an entity existing under the Laws of [State/Country], headquartered at [ADDRESS], [CPF/CNPJ/Registration] no. [=], hereby [for itself / through its legal representative, Mr. [-], registered with the CPF/MF no. [=]], in the form of its bylaws, [on behalf of itself and its Affiliates, successors, assignees, agents, agents, consultants, advisors and representatives] ("New Financing Participant"), refers to (i) the judicial reorganization proceeding no. 00010090940-03.2023.8.19. 0001, filed by OI S.A. - EM RECUPERAÇÃO JUDICIAL ("Oi" or "Company"), a publicly-held corporation, registered with the CNPJ/MF under No. 76.535.764/0001-43, with headquarters and principal place of business at Rua do Lavradio nº 71, Centro, Rio de Janeiro - RJ, CEP 20230-070; PORTUGAL TELECOM INTERNATIONAL FINANCE B.V. - IN JUDICIAL RECOVERY ("PTIF"), a private legal entity incorporated under the laws of the Netherlands, with its registered office in Amsterdam, Delflandllan 1 (Queens Tower), Office 806, 1062 EA, and principal place of business in the city of Rio de Janeiro; and OI BRASIL HOLDINGS COÖPERATIEF U.A. - IN JUDICIAL RECOVERY ("Oi Coop"), a private legal entity incorporated under the laws of the Netherlands, with registered office in Amsterdam, Delflandllan 1 (Queens Tower), Office 806, 1062 EA, and principal place of business in the city of Rio de Janeiro (Oi, PTIF and Oi Coop being jointly hereinafter referred to as "Oi Group" or "Recovering Parties") and being processed before the 7th Corporate Court of the District of the Capital of the State of Rio de Janeiro ("Judicial Reorganization"); and (ii) the Oi Group's Judicial Reorganization Plan, approved at the General Meeting of Creditors held on [=] ("Plan"). Terms beginning with a capital letter that are not defined in this New Financing Adhesion Term shall have the meaning attributed to them in the Plan. The New Financing Participant hereby declares that he/she has read, understood and agrees with all the terms of the Plan and its annexes, recognizing it as valid, effective and binding.

1. Effective Date. The New Financing Participant agrees that this New Financing Subscription Agreement and the commitments undertaken by the New Financing Participant will take effect from the date it is signed by the New Financing Participant.

2. Adherence to the New Financing. In compliance with Clause 5.4.1.2 of the Plan, the New Financing Participant, through this New Financing Adhesion Term, in the best form and for all legal purposes and effects, voluntarily, irrevocably and irreversibly undertakes to (i) [disburse the total amount of [BRL/USD =] as New Financing], **OR** [convert its Updated Original Emergency DIP Credit, in the amount of [BRL/USD =], into a tranche of the New Financing, at the ratio of [BRL1.00/USD1.00] of Updated Original Emergency DIP Credit for each [BRL1.00/USD1.00] of New Financing]¹. And, if applicable, [convert the amount of the Bridge Loan granted to the Oi Group into a portion of the New Financing, in the proportion of [R\$1.00/USD1.00] of the amount of the Bridge Loan granted for each [R\$1.00/USD1.00] of New Financing]; and (ii) agrees to be bound by and subject to all the terms and conditions [of the New Financing Notes Indenture set forth in Exhibit 5.4.1.4(A) of the Plan] **OR** [of the New Financing Debentures Indenture contained in Exhibit 5.4.1.4(B) of the Plan].

3. **[APPLICABLE ONLY IF THE PARTICIPANT IN THE NEW FINANCING IS A COMPETING CREDITOR]** Declarations and Guarantees. The New Financing Participant declares, for all due purposes, in particular for the purposes of the Plan, (i) to be the holder of Class III Credits, in accordance with the documentary evidence attached hereto, (ii) that it is in compliance with its Non-Litigation, Discharge and Waiver Commitment and hereby ratifies the commitment in question, as provided for in Clause 8.3 of the Plan; and (iii) recognizes, agrees and ratifies all of the effects of the Plan in relation to himself and its Class III Credits.

4. Representation. The New Financing Participant declares that the representatives signing this New Financing Term of Adhesion are duly vested with the necessary powers to bind the New Financing Participant to this New Financing Term of Adhesion and to the Plan and it is signed and delivered on this date by the New Financing Participant to the Oi Group, in the form of Clause 9.6 of the Plan, duly instructed with the respective representation documents.

5. Communications. All notices and other communications made under the Plan must be sent to the New Funding Participant at the address indicated in the New Funding Participant's signature below.

¹ Only applicable if previously approved by the Company, under the terms of Clause 5.4.1.3 of the Plan.

6. Governing Law and Jurisdiction, Etc. The New Funding Participant agrees that Clauses 9.15 and 9.16 of the Plan shall apply *mutatis mutandis* to this New Financing Term of Adhesion.

Sincerely,

[Creditor]

Legal Representative: [=]

Id: [=]

Adress for notices: [=]

At.: [=]

Phone: [=]

E-mail: [=]