

**Exhibit 7.1**

Representations and Warranties of the Oi Group Companies

7.1.1 Incorporation, Good Standing, Legitimacy, Power and Corporate Authority.

- (i) The Oi Group Companies and SPE Movable are companies duly incorporated and validly existing under the Laws of Brazil. In the event of incorporation of more than one SPE Movable under the terms of the Agreement, on the Closing Date, all SPE Movable will be duly incorporated and validly existing under the Laws of Brazil.
- (ii) On the Closing Date, SPE Movable will have the necessary powers and authority and all relevant government approvals necessary to own, lease, conduct or operate the business comprised of the Assets, Obligations and Rights of UPI Movable Assets as currently conducted in the Regular Course of Business.
- (iii) The Oi Group Companies and their legal representatives have full capacity and legitimacy to execute and perform the Transaction, fulfill all obligations undertaken in this Agreement, the Exhibits hereto and the Transaction Documents and carry out all the transactions set forth therein, having adopted all the measures and obtained all authorizations of a corporate nature necessary for the execution and performance of the Transaction, including this Agreement and Exhibit hereto, for the performance of all the transactions set forth herein and for the fulfillment of all obligations undertaken herein.
- (iv) SPE Movable, from its incorporation to the Closing Date or the UPI Movable Assets Segregation, whichever comes first, did not operate or carry out any activity and does not have and will not have, until the Closing Date, subsidiaries or affiliates in Brazil (except as otherwise provided in this Agreement and the Exhibits hereof) or abroad, and will not hold, directly or indirectly, participation in any other Person or the right to acquire participation in any Person, nor will it conduct or operate any activity other than the business comprised by the Assets, Obligations and Rights of UPI Movable Assets.

7.1.2 Ownership and Issue of Shares, Outstanding Securities; Book and Records.

- (i) Seller is the legitimate owner and holder of the Shares, free and clear of any Liens. In case of verification of the merger of Oi Móvel under the terms of the Agreement before the Closing, Oi will, at Closing, be the only and legitimate owner and holder of the Shares, free and clear of any Liens.
- (ii) No agreement (except for this Agreement), commitment or obligation has been or will be, until the Closing Date, entered into or undertaken by [Seller] with third parties and/or with any Related Party for sale, assignment, donation, encumbrance, transfer and/or disposal, directly or indirectly, of the Shares or any assets and rights that will compose the UPI Movable Assets as described in this Agreement, in any form.

- (iii) Except for the Shares, on the Closing Date there will be no: (a) convertible and/or negotiable securities and/or any other shares representing the share capital of SPE Movable, which have been issued by SPE Movable; (b) guarantees, encumbrances, options and/or rights related to the Shares; (c) participation of third parties and/or any Related Party in SPE Movable. On the Closing Date, all Shares will have been validly issued and fully paid up by checking the Assets, Obligations and Rights of UPI Movable Assets, under the terms of this Agreement and any Segregation and Allotment Plan that may be submitted by Buyer[s] under the terms provided herein.
- (iv) On the Closing Date, the books and records of SPE Movable whose existence is required by Law will be complete and correct, and will not contain or reflect any material inaccuracies or discrepancies.
- (v) All the requirements, formalities and terms required by any Law, in relation to the call, opening, holding, resolution and approval of the minutes and records (including, when applicable, the registration with the respective state commercial registries) of the meetings of partners/shareholders, financial statements and any other corporate acts of SPE Movable will have been observed and complied with.

7.1.3 Validity, No Breach, Consents and Authorizations.

- (i) This Agreement constitutes a valid and legally binding obligation of the Oi Group Companies and is enforceable against the Oi Group Companies under its terms.
- (ii) The execution and performance of this Agreement by the Oi Group Companies and the performance of the transactions provided for herein (a) do not breach or imply a breach of any Law applicable to the Oi Group Companies and to SPE Movable; (b) do not breach or imply a breach of any provision of the corporate acts of the Oi Group Companies and SPE Movable, and do not conflict therewith; (c) do not breach or imply a breach of the provisions of the Judicial Reorganization Plan; and (d) except in relation to the agreements listed in Exhibit 4.3(iii) for which prior consent must be obtained for transfer to SPE Movable, do not result in any breach, default or non-compliance or grant any right to terminate, amend, anticipate expiration or cancel any Relevant Agreement or License to operate the business comprised of the Assets, Obligations and Rights of UPI Movable Assets, of which the Oi Group Companies or SPE Movable are party or holder, nor do they result in the creation of Liens on any Assets, Obligations and Rights of UPI Movable Assets, provided that all prior consents of the respective third parties or Governmental Authorities provided for in Clauses 4.1 and 4.3 have been obtained by the Closing Date.
- (iii) Except for the prior consent of the respective third parties or Governmental Authorities provided for in Clauses 4.1, 4.2 and 4.3 hereof, no Governmental Authorities is required for the execution of this Agreement

or for the implementation of the transactions provided for herein and for the fulfillment of the obligations set forth herein.

- (iv) The Oi Group Companies fully complied with the obligations included in the judicial reorganization proceedings and the Judicial Reorganization Plan, and the transactions provided for in this Agreement and the other Transaction Documents were or will have been, as necessary, fully authorized by the Judicial Reorganization Plan and the Judicial Reorganization Court.

#### 7.1.4 Compliance with Laws.

- (i) Oi Móvel operates and, on the Closing Date, SPE Movable will be operating the business comprised by the Assets, Obligations and Rights of UPI Movable Assets in compliance with material aspects of all applicable Laws, and without any limitation, restriction, suspension or any form of solution for the continuity of the operations and agreements of UPI Movable Assets, in whole or in part;
- (ii) The Oi Group Companies and SPE Movable (a) comply with all Brazilian Anti-Corruption Laws; and (b) comply with the Brazilian Antitrust Law.
- (iii) On the Closing Date, SPE Movable and its Representatives will have complied with all the requirements of the General Data Protection Law and will not have taken any direct or indirect action that would result in a breach of the General Data Protection Law by the respective Person, except in cases where non-compliance and/or breach does not cause a material adverse consequence for the SPE Movable.

#### 7.1.5 Licenses.

- (i) [Except for the provisions of **Exhibit 7.1.5,**] Oi Móvel has and, from the Corporate Reorganization or from the UPI Movable Assets Segregation, when applicable, SPE Movable will have, all the Licenses necessary to operate the business comprised by the Assets, Obligations and Rights of UPI Movable Assets, and all such Licenses are, in relation to Oi Móvel and the Assets, Obligations and Rights of UPI Movable Assets, and will be, in relation to the Assets, Obligations and Rights of UPI Movable Assets, and SPE Movable, on the Closing Date, valid and in full force and effect. No breaches have been recorded in relation to any of these Licenses, and no administrative proceeding or procedure is in progress or, to the Seller's Knowledge, may result in a sanction that implies the extinction or limitation of any such Licenses or suspension of the transactions carried out with Assets, Obligations and Rights of UPI Movable Assets. SPE Movable will maintain, after obtaining, the Licenses in full force and effect and without breaches until the Closing Date.
- (ii) No License contains an obligation or commitment of any kind, including, but not limited to, those of scope and/or coverage and/or acquisition of a national technology product and/or roaming and/or public price payment,

which has not been duly and timely fulfilled by the Oi Group Companies or, on the Closing Date, by SPE Movable as the holder of the respective grants, having already been requested or obtained with ANATEL the release of the respective guarantees for the execution of the coverage commitments, if any. Specifically with regard to obligations owed by Oi Group Companies as a result of Public Notice No. 004/2012/PVCP/SPV-ANATEL, there is no total or partial non-compliance that may result in the imposition, even if subsidiary, of an obligation on SPE Movable to meet coverage commitments or indemnity for non-compliance with such commitments.

7.1.6 Relevant Agreements. **Exhibit 7.1.6** contains a complete list of all Relevant Agreements, currently in force, to which Oi Móvel is a party on this date and which will be transferred to SPE Movable, in whole or in part, until the Closing Date or in accordance with any Segregation and Allotment Plan that may be submitted by Buyer[s] under the terms set forth herein. In relation to each Relevant Agreement provided for in such **Exhibit 7.1.6**, (i) Oi Móvel is not in default and does not have Knowledge of, and, on the Closing Date, SPE Movable will not be in default and there will not have been any event that, including as a result of notice or lapse of time, or both, may be characterized as a proven default and/or, in any way, may limit Oi Móvel's or SPE Movable's capacity to exercise its rights and/or require the compliance with the obligations therein; (ii) to the Knowledge of the Oi Group Companies, there was no fact that could give cause to its termination, even if partial, or to its early maturity; (iii) there was no relevant fact that could prevent or hinder its compliance; except to the extent that would not reasonably be expected that the existence of facts that could result in any of the consequences provided for above will have a material adverse consequence for SPE Movable or in relation to the Relevant Agreements transferred.

7.1.7 Related Party Agreements. **Exhibit 7.1.7** contains a complete list of all agreements currently in force between Oi Móvel and its Affiliates that will be terminated and subsequently entered into by SPE Movable on the Closing Date.

7.1.8 Lack of Litigation Preventing the Transaction. There is no Demand in progress or, to the Knowledge of the Oi Group Companies, threatened against the Oi Group Companies and/or SPE Movable that may in any way prevent, limit and/or delay the implementation of the Transaction, including, but not limited to, the obligations set forth in this Agreement and any other Transaction Documents.

7.1.9 Obligations. To the Knowledge of the Oi Group Companies, there is no obligation arising from the Relevant Agreements or Decision of Governmental Authorities related to the Relevant Agreements and related to the Assets, Obligations and Rights of UPI Movable Assets, including, but not limited to, obligations with suppliers, customers and employees, as well as positive and negative covenants, to which Oi Móvel is and, on the Closing Date, SPE Movable will be subject, that is not duly provided for in the Relevant Agreements entered into between Oi Móvel and the respective Person.

7.1.10 Regular Course of Business. [Except as provided for by **Exhibit 7.1.10,**] during the period between the date of the Oi Móvel's financial statements disclosed in relation to the year ended on December 31, 2019 and the date hereof, the business comprised by the Assets, Obligations and Rights of UPI Movable Assets were conducted in its Regular

Course of Business by Oi Móvel, in accordance with past practices and with their respective organizational documents and, on the Closing Date, will be conducted by SPE Movable in the Regular Course of Business, in both cases under Clause [5.4] hereof and in accordance with their respective organizational documents. The Oi Group Companies and SPE Movable, as well as their Representatives, adopted in that period all reasonable measures to prevent the occurrence of any event that could materially affect or change the Assets, Obligations and Rights of UPI Movable Assets or the transactions carried out with such assets, obligations and rights; and to preserve the value of the Assets, Obligations and Rights of UPI Movable Assets through (but not limited to): (a) maintenance and transaction of the Assets, Obligations and Rights of UPI Movable Assets in an effective and technical manner, except for normal wear and tear, (b) payment of all costs and expenses incurred in the regular course of business related thereto, in a timely manner, in accordance with the best commercial practices, (c) except as otherwise required by the terms of this Agreement, maintenance of all Relevant Agreements and agreements with customers and suppliers related to the Assets, Obligations and Rights of UPI Movable Assets and transactions in full force and effect, and compliance, in all relevant aspects, with all covenants included in such Relevant Agreements; and (d) compliance, in all relevant aspects, with all applicable Laws and obligations imposed by any Governmental Authority or in processes for investigating non-compliance with obligations, terms of conduct adjustment and commitments made to Governmental Authorities; as well as the payment (or causing payment to be made) of all Taxes related to the Assets, Obligations and Rights of UPI Movable Assets or businesses developed with such assets, for the fiscal period started in fiscal year of 2020 (except for Taxes not due yet or being discussed in good faith, for which reserves have been provisioned).

7.1.11 Employees. On the Closing Date, (i) SPE Movable will be in compliance with all applicable labor Laws, and with payments to any of its employees and managers, relating to compensation, salaries, commissions, bonuses or other direct compensation for any services performed up to the Closing Date or amounts whose reimbursement is required by them until the Closing Date; (ii) there will be no agreement with the employees or managers of SPE Movable containing provisions establishing termination amounts, prior notice or indemnities higher than those set forth by the applicable labor Law, nor any costs resulting from the retention plans of such employees or managers; (iii) all employees of SPE Movable will be regularly registered in their own books and records; (iv) SPE Movable will have fulfilled all its collective bargaining or similar agreements with any union or organization applicable to its employees, and no new agreement will be negotiated by SPE Movable; (v) no employee of SPE Movable will be entitled to any extraordinary and unusual payments due by SPE Movable.

7.1.12 Financial Statements; No Hidden Liabilities. (A) Oi Móvel's accounting books and records, with regard to the Assets, Obligations and Rights of UPI Movable Assets or business developed with such assets, obligations and rights, correctly and completely contemplate the financial position, its operating results and cash flows for the dates and periods to which they refer in accordance with the best accounting, tax, labor and social security practices and principles generally accepted in Brazil, applied consistently during the periods in question. Oi Móvel, with regard to the Assets, Obligations and Rights of UPI Movable Assets or business developed with such assets, obligations and rights has no relevant obligation or liability (whether accumulated, contingent, unsettled, due or to become due) that has not been duly considered, and, as necessary or required, reflected or provisioned in its books and records and any off balance sheet financing or transactions,

and its accounting books and other financial records: (i) reflect, in all material aspects, the items of income and expense and all assets and liabilities that must be reflected therein, in accordance with the best accounting, tax, labor and social security practices and principles generally accepted in Brazil, applied in bases consistent with the past practices of Oi Móvel; (ii) are complete and correct, in their material aspects, and do not contain or reflect any inaccuracy or discrepancy, and (iii) have been maintained in accordance with good accounting practices and the Law. (B) From its constitution to the Closing Date, SPE Movable's books and records will correctly and completely contemplate the financial position, the operating results and cash flows of SPE Movable for the dates and periods to which they refer in accordance with the best accounting, tax, labor and social security practices and principles generally accepted in Brazil, applied consistently during the periods in question; (b) SPE Movable will not have any obligation or liability (whether accumulated, contingent, unsettled, due or to become due) that has not been duly considered, and, as necessary or required, reflected or provisioned in the books and records of SPE Movable, which may only be those reflected in the Pro-Forma of Movable Assets. SPE Movable will not have any off balance sheet financing or transactions, and (c) SPE Movable's accounting books and other financial records will: (i) reflect the items of income and expense and all assets and liabilities that must be reflected therein, in accordance with the best accounting, tax, labor and social security practices and principles generally accepted in Brazil, applied in bases consistent with the past practices of Oi Móvel; (ii) be complete and correct, in their material aspects, and will not contain or reflect any inaccuracy or discrepancy, and (iii) have been maintained in accordance with good accounting practices and the Law.

7.1.13 Assets. [Except as provided for by **Exhibit 7.1.13** hereto], Oi Móvel currently (a) owns and holds good and valid securities over or (b) has good and valid rights to use, in accordance with any valid and binding lease, license or similar agreements, the Assets, Obligations and Rights of UPI Movable Assets, which, taken together, constitute all the assets necessary for the Oi Móvel's business and transactions related to the Assets, Obligations and Rights of UPI Movable Assets to be conducted in substantially the same manner as they are currently conducted, consistent with the past practices of Oi Móvel. On the Closing Date, Oi Móvel will have: (i) all assets reflected in the Closing Balance; and (ii) all assets acquired as of the date of the Closing Balance Sheet; and (iii) all other assets reflected in its books and records as held by it, free and clear of any Liens. After the Corporate Reorganization, SPE Movable (i) (a) will own and hold or (b) will have the rights to use, in a fair and peaceful manner, all Assets, Obligations and Rights of UPI Movable Assets, as well as rights, in accordance with any valid and binding lease, licenses or similar agreements, relating to the respective Assets, Obligations and Rights of UPI Movable Assets, free and clear of any Liens, which, taken together, will constitute all the assets necessary for the business and transactions of such company to be conducted substantially in the same manner as they are currently being conducted; and (ii) keep the Assets, Obligations and Rights of UPI Movable Assets that are transferred to it reflected in its books and records, free and clear of any Liens. Assets, Obligations and Rights of UPI Movable Assets are and will be maintained and operated in an effective and technical manner as maintained today, except for normal wear and tear. Assets, Obligations and Rights of UPI Movable Assets are free and clear of Liens, including reversibility, due to concessions held by Oi Group Companies, not including the assets that make up the collection of such concessions and not being included in the list presented to ANATEL containing the assets belonging to the equity of the Oi Group Companies (RBR).

7.1.14 Solvency. On the Closing Date, SPE Movable will be solvent under the terms of the applicable Law and will be able to pay its debts as they become due. Except for the Judicial Reorganization Plan, the Oi Group Companies have no Knowledge of any procedure pertaining to any transaction or settlement with creditors, nor any procedure of bankruptcy, judicial or extrajudicial reorganization, much less other insolvency procedure, in progress or imminent against the Oi Group Companies and, on the Closing Date, no event has occurred that, (i) under the applicable Law, could justify the initiation of such procedures; (ii) could result in non-compliance with the Judicial Reorganization Plan, or (iii) could cause the conversion from the Judicial Reorganization to bankruptcy.

7.1.15 Isolated Production Unit (UPI). UPI Movable Assets is, and SPE Movable, jointly, will be an isolated production unit (UPI) for all purposes of Law No. 11,101/05 and, therefore, Buyer[s] must having ensured all the rights and benefits guaranteed by Law No. 11,101/05 for the purchasers of isolated production units (UPIs), especially in relation to (a) failure to assume any obligations of Oi Móvel that have not been expressly transferred to SPE Movable or (b) non-succession of any obligations, and/or contingencies related to the Oi Group Companies.

7.1.16 Matters related to ANATEL.

- (i) Oi Móvel validly holds and SPE Movable will validly hold, on the Closing Date, the Licenses required by ANATEL necessary for Oi Móvel's business and transactions related to the Assets, Obligations and Rights of UPI Movable Assets to be conducted in substantially the same manner as they are currently being conducted, as provided for in **Exhibit 7.1.16(i)** hereto.
- (ii) Except, in each case, as it would not reasonably be expected, individually or jointly, that could cause a material adverse change by Seller: (i) Oi Móvel has a good title in relation to the Licenses required by ANATEL, free and clear of all Liens, including those imposed by the Governmental Authorities, and SPE Movable will have a good title in relation to Licenses required by ANATEL, free and clear of all Liens, including those imposed by the Governmental Authorities; and (ii) Oi Móvel owns and is, and SPE Movable will own and will be, on the Closing Date, qualified in all aspects, to hold the Licenses required by ANATEL, and the Oi Móvel Licenses required by ANATEL are and will be, from the Corporate Reorganization until the Closing Date, in full force and effect.
- (iii) [Except for those listed in **Exhibit 7.1.16(iii)**], there is no request, action, objection or other petition, or any procedure, pending or, to the Seller's Knowledge, threatened against Oi Móvel, with ANATEL, the Ministry of Communications or any other Governmental Authority, which: (i) question or contest the validity, or aim at the revocation, cancellation, non-renewal or suspension of any of the Licenses; (ii) aim to impose any modification or change in relation to any of the Licenses; (iii) would adversely affect Seller's ability to complete the Transaction; or (iv) aim at the payment of a fine, public price, sanction, penalty, damages or contribution in relation to the use of the Licenses.

- (iv) Oi Group Companies use radio frequencies, network elements and other assets and rights to provide the Switched Fixed Telephone Service or to fulfill obligations related to this service. After the Closing, the Oi Group Companies will remunerate Buyer[s] at fair and reasonable value, as usually practiced in the market, if the use of any radio frequencies disposed of in the scope of the Transaction is necessary for the purposes of fulfilling commitments or obligations of any nature, including, but not limited to, the universalization or any other commitments or obligations related to the provision of the Switched Fixed Telephone Service.
- (v) In the event that Buyer[s] are required to maintain current coverage or increase coverage for new locations defined by Article 21 of Decree No. 9,619/2018 or a rule that replaces it, even that in relation to the public offer of industrial exploitation of the fixed wireless access system, the Oi Group Companies will remunerate Buyer[s] at fair and reasonable value, as usually practiced in the market, in case the use of any of the radio frequencies disposed of to SPE Movable in the scope of the Transaction is necessary, and there is no financial contribution to the Oi Group Companies for the potential use of the fixed wireless access network.

7.1.17 Tax Matters. On the Closing Date, SPE Movable will have timely complied with, to the extent they become due, and/or, as applicable, has timely and in good faith opposed, by the appropriate means, its obligations related to any Taxes that it is obligated to pay due to the Law and, in case of delays, the related fines, interest and charges will have been collected, as set forth in the Law, except to the extent such non-compliance, lack of opposition or lack of collection may not cause a material adverse consequence to SPE Movable.

7.1.18 Conduct of Demands. On the Closing Date, SPE Movable will not have failed to comply with any Decision of a Governmental Authority issued against SPE Movable and will have performed the necessary acts in order to minimize, in good faith and to the extent possible, any Demand or, if applicable, a Loss arising from any Demand.

7.1.19 Intellectual Property. **Exhibit 7.1.19** provides for all the Intellectual Property rights of which Oi Móvel is the holder, or has requested registration of title, which will be part of the Assets, Obligations and Rights of UPI Movable Assets. Oi Móvel holds or owns and SPE Movable will hold from the Corporate Reorganization and in any case before the Closing Date, sufficient legal rights in relation to any of the Oi Móvel's Intellectual Property rights, necessary for the business comprised by the Assets, Obligations and Rights of UPI Movable Assets, including, without limitation, all information technology systems and platforms used for such business, as currently conducted and as proposed to be conducted, without any conscious breach of third-party right, subject to the Segregation and Allotment Plan occasionally submitted by Buyer[s] under the terms set forth herein. Except as provided for by **Exhibit 7.1.19**, SPE Movable will not have granted any Licenses, options or other rights in any Intellectual Property rights to any Person, and is not obliged to make payments in the form of royalties, fees or otherwise to any holder, licensor, other author or counterparty of any option, license or agreement of any kind in relation to any Intellectual Property rights.

7.1.20 Provision of Representations and Warranties. Except as specifically provided for by Clause 7.1 of the Agreement, the Oi Group Companies do not make any representations or warranties to Buyer[s] or any other Person in relation to the Transaction, the Shares, SPE Movable or the business comprised by the Assets, Obligations and Rights of UPI Movable Assets. The representations made by the Oi Group Companies in this Agreement do not contain any inaccuracy about any relevant act or fact, nor do they omit the existence of any relevant act or fact, the knowledge of which is necessary to ensure that the representations made in this Agreement are not misleading, incorrect or incomplete.

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**Exhibit 7.2**

**Representations and Warranties of Buyer[s]**

7.2.1 Incorporation and Good Standing. Buyer[s] is[are] [a] company[ies] duly constituted and validly existing under the terms of the Laws of Brazil. Buyer[s] has[have] the necessary powers and authority and all government approvals necessary to own, lease or operate its assets and to conduct its business as currently conducted.

7.2.2 Legitimacy, Power and Corporate Authority. Buyer[s] and its[their] legal representatives have full capacity and legitimacy to execute and perform the Transaction, fulfill all obligations undertaken in this Agreement and the Exhibits hereto, and carry out all the transactions set forth herein, and to fulfill all obligations undertaken herein, having adopted all the measures and obtained all authorizations of a corporate nature necessary for the execution and performance of this Agreement, for the performance of all the transactions set forth herein and for the fulfillment of all obligations undertaken herein.

7.2.3 Validity, No Breach, Consents and Authorizations.

- (i) This Agreement constitutes a valid and legally binding obligation of Buyer[s] and is enforceable against Buyer[s] under its terms.
- (ii) The execution and performance of this Agreement by Buyer[s] and the performance of the transactions provided for herein (a) do not breach or imply a breach of any Law applicable to Buyer[s]; and (b) do not breach or imply a breach of any provision of the corporate acts of Buyer[s], and do not conflict therewith.
- (iii) Except for the prior consent of the respective third parties or Governmental Authorities provided for in Clauses 4.1, 4.2 and 4.3 hereof, no Governmental Authorities is required for the execution of this Agreement or for the implementation of the transactions provided for herein and for the fulfillment of the obligations set forth herein.

7.2.4 Compliance with Laws. Buyer[s] (a) complies with all Brazilian Anti-Corruption Laws and (b) complies with the Brazilian Antitrust Law.

7.2.5 Third-Party Relationship. The execution and formalization of this Agreement and the Transaction Documents and compliance by Buyer[s] with its obligations arising from this Agreement and the Transaction Documents do not conflict or result in breach of any contract, agreement and/or instrument to which Buyer[s] is[are] subject and/or bound, which conflict or breach that may reasonably adversely affect the capacity of Buyer[s] to comply with its[their] obligations arising from this Agreement and/or the Transaction Documents. Buyer[s] is[are] not in default and there has been no event that, including as a result of notice or the lapse of time, or both, may limit the ability of Buyer[s] to exercise its[their] rights and/or fulfill its[their] obligations under the form and conditions of this Agreement.

7.2.6 Fund Availability; Solvency. Buyer[s] has[have] and will have, on the Closing Date, available funds or credit facilities sufficient to pay the respective Closing Price and the fine provided for in Clause 10.2 hereof. Buyer[s] is[are] solvent under the applicable

Law and able to pay its[their] debts as they become due. To the Knowledge of Buyer[s], there is no judicial or extrajudicial reorganization or bankruptcy proceedings involving or threatened against Buyer[s].

7.2.7 Investment Analysis. Buyer[s] has[have] experience and “know-how” in financial matters and in the segment in which Oi Móvel operates, being able and qualified to conduct its own assessment of the merits, advantages and risks of the transactions provided for in this Agreement, having made such an assessment based on the Seller’s information that the Assets, Obligations and Rights of UPI Movable Assets will be sold as an isolated production unit pursuant to article 142, II, of Law No. 11,101/05 and exempt from any Liens or Liabilities of the Oi Group Companies, materialized or not, whether they are of an environmental, labor, tax, social security, civil, regulatory, administrative, criminal, anti-corruption or commercial nature, under the terms of articles 60 and 141, II, of Law No. 11,101/05, as well as article 133, paragraph 1, II, of the Brazilian Tax Code.

7.2.8 Lack of Litigation Preventing the Transaction. There is no Demand in progress or, to the Knowledge of Buyer[s], threatened against Buyer[s] that may in any way prevent, limit and/or delay the implementation of the Transaction, including, but not limited to, the obligations set forth in this Agreement and any other documents to be entered into as a result of or in relation to the Transaction.

7.2.9 Brokerage Commission. Buyer[s] has[have] no obligation or liability for the payment of any fees or commission to any broker, prospector or agent in relation to the Transaction, for which Seller or SPE Movable (the latter, until the Closing Date) may be held liable.

7.2.10 Buyer’s Capacity at Closing. At Closing, Buyer[s] will have the necessary structure, including systems and labor, once fulfilled by the Oi Group Companies provided for in Chapter V and the Closing Acts provided for in Chapter VI of the Agreement being performed, to conduct the regular transaction of SPE Movable, especially the business comprised by the Assets, Obligations and Rights of UPI Movable Assets, under the terms of this Agreement and the other Transaction Documents.

7.2.11 Negotiation with Seller. Buyer[s] acknowledge[s] and agree[s] that, as permitted by law, except as provided in this Agreement:

- (i) Neither Seller, SPE Movable or any of their respective directors, officers, shareholders, partners, Employees, Affiliates, controllers, agents, advisors, representatives or any other Related Party made or has made any representation or warranty, express or implied, with respect to the accuracy or completeness of any future projections or financial expectations of SPE Movable;
- (ii) except for the representations and warranties provided in Clause 7.1 above, neither Seller, SPE Movable or any other Person has made any express or implied representation or warranty other than those included in this Agreement; and

- (iii) Seller does not make any representations or warranties on any Third-Party beneficiary rights even if studies, reports and tests have been made available for analysis by Buyer[s] or its[their] Representatives.

7.2.12 Contact with Clients and Suppliers. Neither Buyer[s] or any of its Representatives or Affiliates has directly or indirectly contacted, without prior written consent of SPE Movable or Seller, any franchisee, supplier, distributor, customer or any other Person in commercial relations with SPE Movable or Seller or any of their Affiliates before the Closing Date to discuss matters related to SPE Movable, except their managers, Employees, consultants and advisors as needed to assess, price and carry out proposals related to the Transaction.

7.2.13 Due Diligence. Buyer[s] acknowledge[s] that it[they] has[have] conducted, with the assistance of its consultants, a limited due diligence on the Assets, Obligations and Rights of UPI Movable Assets based on information and documents provided by Seller, and Buyer[s] presumed and trusted in the truth and authenticity of the information and documents provided by Seller and/or accessed during the due diligence process and being aware, up to the limit of the information and documents made available by the Oi Group Companies, of the legal, financial, operational and accounting situation of the Assets, Obligations and Rights of UPI Movable Assets. Nothing in this Clause 7.2 will restrict or otherwise affect the right of Buyer[s] to be indemnified for any indemnifiable Losses under this Agreement.

7.2.14 Provision of Representations and Warranties. Except as specifically set forth in this Clause 7.2, Buyer[s] do[es] not provide any representations or warranties to Seller or any other Person related to the transactions provided for in this Agreement. The representations made by Buyer[s] do not contain any inaccuracy about any relevant act or fact, nor do they omit the existence of any relevant act or fact, the knowledge of which is necessary to ensure that the representations made in this Agreement are not misleading, incorrect or incomplete.

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