

1. OBJECTIVES

1.1. This Disclosure Policy aims to establish the rules and guidelines regarding the treatment, maintenance of confidentiality and disclosure of information to the market, under the terms of the legal and regulatory provisions concerning the disclosure of Material Fact or Event.

1.2. The events related to the Material Fact or Event must have their materiality assessed in the context of the Company's normal course of business, scale and information previously disclosed, rather than based on abstract notions, to avoid trivializing the disclosure of a Material Fact or Event, which could affect the quality of the analyses by the market of the prospects of the Company.

2. SCOPE

2.1. This Information Disclosure Policy applies to all Bound Persons.

3. DEFINITIONS

3.1. For the purposes of this Information Disclosure Policy, the following terms, when their initial letter is capitalized, will have the following meanings, and may be in singular or plural form:

“Associated Companies”: means the Entities in which the Company has significant influence, under Brazilian Corporation Law and the applicable legislation.

“Bodies with Technical or Advisory Functions”: means the bodies of the Company created by its Bylaws that have technical functions or are intended to advise its Managers.

“Bound Persons”: means the people that are bound to this Information Disclosure Policy, namely: (a) the company itself; (b) direct or indirect controlling shareholders; (c) directors, members of the board of directors and members of the supervisory board of the Company, Subsidiaries and Affiliated Companies; (d) members of Technical or Advisory Bodies; (e) Subsidiaries, Affiliated Companies or the Parent Company; (f) Relevant Third Parties; and (g) the person who traded securities having relevant information not yet disclosed made use of such information in said negotiation.

“Company”: means Gerdau S.A.

“Controlling Shareholders”: Means any person, natural or legal, or group of people bound by a voting agreement, or under common control, who: (a) holds partner rights that, on a permanent basis, ensure them a majority of votes in the resolutions of the general meeting and the power to elect a majority of the Company's managers; and (b) effectively uses its power to direct social activities and guide the functioning of the Company's bodies. The terms “Controlled”, “Controller” and “Control” have meanings related to the definition of Controlling Shareholders.

“CVM”: means the Securities and Exchange Commission of Brazil.

“CVM Resolution 44”: Means Brazilian CVM Resolution No. 44, of August 23, 2021, which provides for the disclosure of information on a Material Fact or Event, the trading of securities pending an undisclosed material fact or event or fact and the disclosure of information on the trading of securities.

“Declaration of Acceptance”: Means the instrument to be signed by Bound Persons expressing their awareness of the rules contained in CVM Resolution 44 or any other that may replace it and in this Disclosure Policy, assuming the obligation to comply with them and to ensure that the rules are complied with by their subordinates, persons under their influence, including Subsidiaries or Affiliates, spouse from whom they are not judicially or extrajudicially separated, partners and dependents included in their annual income tax return.

“Disclosure Committee”: means the advisory body to the statutory Executive Board of the Company responsible for, among other things, supporting the Investor Relations Officer with the disclosure of Material Facts or Events.

“Disclosure Policy”: means this Information Disclosure Policy of the Company.

“Entity”: means any legal or unincorporated entity, including, but not limited to, companies of any type, in fact or under the law, associations, consortia, investment funds, joint ventures or partnerships.

“Investor Relations Officer”: means the Officer of the Company responsible for providing information to investors, to the CVM and to the Stock Exchange, among other duties set forth in regulations of the CVM.

“Managers”: means the Statutory officers and members of the Board of Directors of the Company.

“Material Fact or Event”: means any decision by the Controlling Shareholders, resolution of the Shareholders Meeting or the management bodies of the Company or any other fact or event of a political, administrative, technical, business, economic-financial nature related to the Company’s business that could have a considerable influence on (i) the price of the Securities; (ii) the decision of investors to buy, sell or hold the Securities; or (iii) the decision of investors to exercise any rights inherent to their condition as holders of the Securities or of assets referenced to them, pursuant to CVM Resolution 44.

“Parent Company”: means the Entity that holds Control power over the Company.

“Privileged Information”: means any information concerning any Material Fact or Event, as defined by CVM Resolution 44, that has not yet been disclosed to the investor public and to which the Bound Persons had privileged access to due to their role or position.

“Relevant Third Parties”: means the individuals or Entities that have a commercial, professional or fiduciary relationship with the Company, such as independent auditors, securities analysts, consultants, advisors, lawyers, accountants, contractors, institutions that are part of the securities distribution system and suppliers that, after engaged by the Company, its Subsidiaries or Associate Companies, have knowledge or come to have knowledge of a Material Fact or Event not yet disclosed to the Market.

“SEC”: Securities and Exchange Commission.

“Securities”: means any shares, bonds, warrants, receipts (including those issued outside Brazil with shares underlying) and subscription rights, American Depositary Receipt (“ADR”), promissory notes, call or put options, securities lending, indexes and derivatives of any kind, or any other securities or contracts of collective investments issued by the Company, or referenced thereto, which by legal determination are considered securities.

“Stock Exchange”: means any stock exchange or organized over-the-counter trading market in which the Company’s Securities are admitted for trade, in Brazil or abroad.

“Subsidiaries”: means the Entities in which the Company, directly or through other Subsidiaries, holds any partner rights that ensure Control power.

“Trading of Relevant Equity Interest”: means a transaction or group of transactions through which the direct or indirect interest held by (a) direct or indirect Controlling Shareholders; (b) shareholders that elect members of the Board of Directors or the Audit Board; (c) any natural person or Entity, group of persons or Entities, acting jointly or representing the same interest, exceeds five percent (5%), ten percent (10%), fifteen percent (15%) and successively, of any type or class of shares of the Company or other securities.

4. ACCEPTANCE

4.1. The Bound Persons shall sign the Declaration of Acceptance attesting to their awareness and formal adherence to this Disclosure Policy, however, the rules and guidelines contained in this Disclosure Policy will apply regardless of the express adherence of the Bound Persons.

4.2. The Company will maintain filed at its headquarters an updated list of the signatories to the Term of Acceptance and their respective information, including their employment relationship, position or function, address and tax identification number. The documents will be filed at the Company's headquarters for as long as the relationship between the person and the Company is maintained and for at least five (5) years after the end of such relationship.

4.3. In the case of Relevant Third Parties, the Declaration of Acceptance may be provided for in an express clause in the corresponding commercial contracts entered into with the Company, dealing with the contractor's awareness of and adherence to the rules contained in CVM Resolution 44 and in this Disclosure Policy.

5. GUIDELINES FOR DISCLOSING MATERIAL FACTS OR EVENTS

5.1. The communication of a Material Fact or Event to the CVM and, if applicable, to the Stock Exchanges, is essentially the responsibility of the Investor Relations Officer, with Bound Persons responsible for verifying the compliance of this obligation and for acting in cases of omission. Bound Persons are exempt from this responsibility only if they immediately report the Material Fact or Event omitted by the Investor Relations Officer to the CVM.

5.2. Without prejudice to the provisions of item 5.1, the Company's Disclosure Committee is responsible for the permanent assessment of this Information Disclosure Policy and the analysis of the information to be disclosed by the Company.

5.3. Bound Persons must immediately report any Material Fact or Event of which they become aware to the Investor Relations Officer, so that he/she can take the appropriate measures or, in their absence, it must be reported it to the person appointed by the Investor Relations Officer or any member of the Disclosure Committee, which will submit the matter to the Disclosure Committee's collegiate body for a recommendation on the need for disclosure.

5.4. The Controlling Shareholders and the Managers are obliged to immediately disclose a Material Fact or Event, directly or through the Investor Relations Officer, in the event that Privileged Information gets out of control or if there is an unusual fluctuation in the quotation, price or quantity traded Securities or Securities referenced thereto, due to the leakage of the Privileged Information.

5.5. In accordance with item 10.2 (d), Material Facts or Events must be disclosed immediately and, whenever possible, before the opening or after the close of trading on the Stock Exchanges. If the Securities are admitted for simultaneous trading on Stock Exchanges in other countries, the Material Fact or Event must be disclosed, whenever possible, outside of trading hours in all countries, with the trading hours of B3 S.A. Brasil - Stock Exchanges prevailing in any cases of time incompatibility.

5.6. Information referring to Material Facts or Events must be disclosed via electronic publication on the website of the Company (<https://ri.gerdau.com>), the CVM and the Stock Exchanges.

6. CONFIDENTIALITY OF INFORMATION

6.1. The following provisions seek to guarantee that Privileged Information is kept confidential until its disclosure to the competent bodies and to the market.

6.2. The Bound Persons must keep Privileged Information strictly confidential until it is disclosed to the market and shall ensure that this confidentiality is maintained, only discussing the matter with persons who have knowledge of it or a strict need to know it, as well as ensuring that subordinates and third parties they trust also do so, and shall be jointly and severally liable in the event of failure to comply with this obligation.

6.3. Bound Persons must use secure means to store and transmit the Privileged Information, making their best efforts to (a) prevent any kind of unauthorized access; and (b) ensure that the information is sent to third parties only on a need-to-know basis and with adequate protection, undertaking not to discuss Privileged Information in public or in places with unrestricted access.

6.4. The following exemplary procedures must also be observed by Bound Persons: (a) only involve persons deemed necessary for actions that are related to Privileged Information or that may result in a Material Fact or Event; (b) not discuss confidential information in the presence of third parties who are not aware of it, even if these third parties cannot be expected to intuit the significance of the topic discussed; (c) not discuss confidential information on conference calls in which it is not possible to be certain who the participants are; and (d) take the necessary and appropriate measures to maintain the confidentiality of documents, in physical or electronic format, that contain confidential information.

6.5. When confidential information potentially characterized as Privileged Information needs to be disclosed to the Company's employees, the person responsible for transmitting the information must ensure that the employee who will receive it is aware of the provisions of this Disclosure Policy.

6.6 A Bound Person who, inadvertently or without authorization, communicates, personally or through third parties, Privileged Information, by any means of communication, including to the press or at meetings of trade associations, investors, analysts or selected audiences, in the country or abroad, must immediately inform the Investor Relations Officer of what has occurred, so that he/she can take the appropriate measures.

6.7 No confidentiality clause shall be enforceable against the Company or the Investor Relations Officer in relation to the obligation to disclose a Material Fact or Event.

7. EXCEPTIONS TO IMMEDIATE DISCLOSURE OF MATERIAL FACTS OR EVENTS

7.1. The disclosure commitment set forth in this Disclosure Policy excludes any exceptional situations in which confidentiality becomes imperative to protect a legitimate interest of the Company, such as situations involving strategic competition matters. In such cases, the guidelines are established by the Investor Relations Officer jointly with the area that holds the information, by the Disclosure Committee or ultimately by the Board of Directors. Without prejudice to the above, the Company, its shareholders or Managers may use the option provided for in article 7 of CVM Resolution 44 for the purposes set out therein.

7.2. Despite the provisions of the previous item, if a certain Material Fact or Event not immediately disclosed escapes the control of the Company or if there is atypical variation in the price or number of Securities traded, such Material Facts or Events must be disclosed immediately.

8. DISCLOSURE OF INFORMATION ON THE OWNERSHIP AND TRADING OF SECURITIES BY BOUND PERSONS AND RELATED PERSONS

8.1. The Managers, members of the Audit Board and members of any Bodies with Technical or Advisory Functions are required to inform the Company, through a notice in writing to the Investor Relations Officer, of their ownership of and trading in Securities issued by the Company, by Subsidiaries, by Associate Companies or by the Controlling Shareholders, in the latter three cases provided that they are public corporations, as well as those held by their spouse (unless they are actually separated or judicially) or partner or by any dependent included on their annual income tax return, as follows:

- a) immediately after their investiture in the position; and
- b) within five (5) days of each transaction or in any case in the same month in which the Securities issued by the Company, Subsidiaries, Associate Companies or Controlling Shareholders, that are publicly held companies, are traded.

8.2. The communication described in item 8.1 must contain at least: (a) the name and information of the notifying party and, if applicable, of the natural persons cited at the end of the head paragraph of item 8.1, indicating their tax identification number; (b) the quantity, including type and class, if shares, and other information, if any other Securities, as well as the identification of the issuing company and the position held before and after the transaction; and (c) the form, price and date of the transactions.

8.3. The direct or indirect Controlling Shareholders and the shareholders who elect the members of the Board of Directors or of the Audit Board, as well as any other individual, Entity or group of people, acting jointly or representing the same interest, must submit the following information to the Company immediately after achieving the percentage interest specified in the definition of Trading of Relevant Equity Interest: (a) name and full identification of the disclosing party, indicating their tax identification number; (b) the objective of participation and target quantity, including, if applicable, a statement that the transactions are not intended to alter the composition of the company's control or management structure;; (c) the number of shares and of other Securities and derivative instruments referenced to said shares, regardless of whether with physical or financial settlement, informing the quantity, class and type of the referenced shares; (d) indication of any agreement or contract regulating the exercise of voting rights or the purchase and sale of Securities; and (e) if the acquirer or seller resides or is domiciled abroad.

8.4. The Investor Relations Officer must submit the information received to the CVM, SEC, and the Stock Exchanges, and also update the corresponding section in the Reference Form.

8.5. The provisions of this clause also apply to the acquisition or sale of any rights to other Securities and to the execution of any derivative instruments referenced to shares issued by the Company, even if physical liquidation is not expected, in compliance with the rules set out in article 12, paragraph 3 of CVM Resolution 44.

9. FORMER MANAGERS

9.1. Managers who leave the management of the Company after acquiring information regarding a Material Fact or Event that has not yet been disclosed to the market must safeguard its confidentiality and observe the restrictions on trading in the Securities, as follows:

- a) for three (3) months after their leaving; or
- b) until the Company discloses to the market the Material Fact or Event of which they were aware, whichever occurs first.

10. DUTIES AND RESPONSIBILITIES OF THE INVESTOR RELATIONS OFFICER

10.1. The Investor Relations Officer is responsible for the general management of this Disclosure Policy, and may count on the assistance of other areas and professionals of the Company to implement and verify compliance.

10.2. The following are duties of the Investor Relations Officer, in addition to others established by law and in this Disclosure Policy:

- a) deciding, with the support of the Disclosure Committee, if a certain event should be considered a Material Fact or Event,
- b) once a Material Fact or Event is verified, requesting that the investor relations area of the Company, supported by the legal area, draft the text to be disclosed and published, which must be clear and accurate and use language that is easily understood by the investor public,
- c) approving the text of the Material Fact or Event to be disclosed,
- d) disclosing to the market and informing the regulatory bodies and Stock Exchanges of any Material Fact or Event related to the businesses of the Company immediately after learning about it, subject to item 5.4 of this Disclosure Policy,
- e) ensuring that the Material Fact or Event is disclosed broadly, simultaneously and immediately in all markets where the Securities are traded or may be traded,
- f) acting as the main spokesperson of the Company in market-related matters,
- g) responding promptly to requests by the competent bodies for additional clarifications, corrections, amendments or re-publications concerning a Material Fact or Event,
- h) receiving communications on the quantity, characteristics and purchase form of Securities traded in the market, issued by the Company or by the Subsidiaries, Associate Companies or Parent Company that are publicly held companies, that are held by the Bound Persons, as well as any changes in their positions,
- i) accompanying trading in the Securities and, if any atypical fluctuation in the trading price or volume is observed, verifying the existence of any new information about the Company that should be disclosed to the market,
- j) disclosing notices to the market in order to disseminate information deemed important to the business of the Company, but that is not a Material Fact or Event, and
- k) ensure that, in the event of disclosure of a Material Fact or Event through of any type of communication, including information to the press or in collective or individual meetings of class entities, investors, analysts or selected audiences in the country or abroad, the same Material Fact or Event is simultaneously disclosed to the market.

10.3. In the case that the Bound Persons notice that the Investor Relations Officer has failed to comply with any duty assigned to him/her, they must inform the other members of the Board of Directors so that immediate action can be taken in respect of the omission, as the case may be.

11. IMPROPER USE OF PRIVILEGED INFORMATION

11.1. The use of Privileged Information by any person with access to it for the purpose of gaining a benefit for themselves or for third parties through the trading of Securities is prohibited.

11.2. It is assumed that: (i) the person who traded securities while having access to Privileged Information made use of said information in said trading operation; (ii) the Controlling Shareholders, Managers, members of the Audit Board and of the Company, with regard to trading in the securities issued by the Company, have access to all Privileged Information; (iii) the persons listed in the previous item, as well as Relevant Third Parties, upon having gained access to Privileged Information, are aware that it represents Privileged Information; (iv) Managers who leave the Company with knowledge of Privileged Information that has not yet been disclosed have used such information if they trade in securities issued by the Company within a period of three (3) months from their leaving the Company.

12. VIOLATIONS AND SANCTIONS

12.1. Any breach of the practices described herein could be subject to sanctions, which will be assessed by the Disclosure Committee, in accordance with governing law.

12.2. Infringements of CVM Resolution 44, on which this Disclosure Policy is based, are considered serious, under the terms of paragraph 3 of article 11 of Law No. 6385, of December 7, 1976, as altered, and the offender is subject to the application of fine, warning, among other sanctions.

13. MISCELLANEOUS

13.1. This Information Disclosure Policy complies with, when applicable, the principles of the Securities Trading Policy of the Company, whose applicability is secondary to the interpretation and execution of this commitment.

13.2. Any questions and clarifications concerning the interpretation or applicability of this Information Disclosure Policy should be submitted to the Investor Relations Officer, who must respond to them within fifteen (15) days as from their receipt.

13.3. Any violations of this information Disclosure Policy verified by Bound Persons must be informed immediately to the Company, to the Investor Relations Officer.

13.4. Any cases of omissions, exceptions and adjustments to this Information Disclosure Policy must be submitted for approval by the Investor Relations Officer.

13.5. This Information Disclosure Policy was approved in a meeting of the Company's Board of Directors held on November 05th, 2024, with immediate effect for an indefinite term. Any amendment to this Disclosure Policy must be approved by the Board of Directors.
