

INDEMNITY AGREEMENT

By this private instrument and in the due legal form,

- (i) **Auren Energia S.A.**, a duly incorporated company, herein represented in the form of its Bylaws, registered under Corporate Taxpayer's ID (CNPJ) number 28.594.234/0001-23, headquartered at Avenida Dra. Ruth Cardoso, n.º 8.501, 2º andar, sala 11, Bairro Pinheiros, in the City and State of São Paulo, CEP 05.425-070 ("Company"); and
- (ii) [**Individual**], [identification], [address], City of [=], State of [=], CEP [=]; ("Beneficiary"); and

The Company and the Beneficiary, collectively hereinafter referred to as "Parties", or, individually, as "Party",

WHEREAS:

- (i) the Beneficiary holds the position of [*position*] at [Company, and may also act as a director or in a managerial role, by appointment of the Company, in Investees];
- (ii) the Company recognizes the existence of various asset-related risks associated with the regular exercise of the position(s) held by the Beneficiary, under applicable laws and regulations, as well as the coverage provided by the Directors and Officers Liability Insurance contracted by the Company ("D&O Insurance Policy"), which covers potential acts and omissions by the Beneficiary, has certain limitations;
- (iii) the Parties understand that the execution of this Agreement will enable the creation of market incentives consistent with the Beneficiary's role and provide effective conditions for the performance of their duties with greater security, within legal limits, and subject to the guidelines approved by the Board of Directors, especially the Indemnity Policy ("Indemnity Policy").

NOW THEREFORE, the Parties hereby execute this Indemnity Agreement ("Agreement") under the following terms and conditions:

CLAUSE ONE

Definitions

1.1. The terms used in this Agreement, when capitalized, whether in the singular or plural, shall have the same meanings as defined in the Indemnity Policy unless otherwise defined in this Agreement.

CLAUSE TWO

Purpose

2.1. *Indemnity Commitment.* Subject to the other terms and conditions outlined in this Agreement and in the Indemnity Policy, the Company undertakes to indemnify the Beneficiary and hold them harmless, up to the Indemnification Limit (as defined below), for any Proven Indemnifiable Losses incurred by the Beneficiary in connection with their role in the Company or Investees.

2.1.1. Provided that the terms and conditions of this Agreement and the Indemnity Policy are observed, which the Beneficiary declares to be fully aware of and in agreement with, the Company shall bear Defense Costs and other costs and amounts arising from Proceedings that result in a Freezing of Assets aimed at the release, reversal, modification, or annulment of the Freezing of Assets in the context of the applicable Proceeding, without prejudice to the payment of the Monthly Maintenance Fee, as provided in the Indemnity Policy.

2.1.2. The Company shall have no obligation to insure or indemnify the Beneficiary for loss of profits, loss of business opportunity, interruption of professional activity, moral damages, and/or indirect damages that may be claimed by the Beneficiary, with indemnification being limited to the cases provided for in this Agreement.

2.2. *Coverage and Indemnification Procedures.* The Beneficiary shall be insured and indemnified by the Company for Indemnifiable Losses related to the Proceedings, under the terms of this Commitment, in the cases provided for in the Indemnity Policy, subject to the exceptions, terms, conditions, deadlines, limits, and procedures established therein.

2.3. *Coverage Period.* This Agreement shall be effective from its date until the occurrence of the following events, whichever is later: (i) the expiration of the 5 (five) year period from the date on which the Beneficiary ceases, for any reason, to perform their role in the Company or Investees, as the case may be; (ii) the expiration of the period required for a final and unappealable decision in Proceedings in which the Beneficiary is a party and from which Indemnifiable Losses subject to indemnification under this Agreement may arise; or (iii) the expiration of the statutory limitation period provided by law for events that may give rise to indemnification obligations by the Company under this Agreement.

2.3.1. The Beneficiary shall seek indemnification, if applicable, during the term of this Agreement.

2.3.1. Subject to the other terms and conditions of this Agreement and the Indemnity Policy, the obligation to indemnify shall include Indemnifiable Losses related to Proceedings that are already ongoing or have arisen during the term of this Agreement.

2.3.2. Subject to the terms and conditions of this Agreement and the Indemnity Policy, the obligations established herein shall remain valid even if the Beneficiary's relationship with the Company or Investees has ended.

2.4. Subrogation and compensation. If the Company makes any payments to the Beneficiary or third parties based on this Agreement, the Company shall be fully and automatically subrogated to any reimbursement to which the Beneficiary is entitled regarding the respective Indemnifiable Loss that gave rise to the payment made by the Company, including reimbursements owed to the Beneficiary under the D&O Insurance Policy coverage. The Company may deduct from the amounts owed to the Beneficiary under the Indemnity Commitment any amounts that the Beneficiary or third parties on their behalf have received directly.

2.4.1. The Beneficiary hereby agrees to sign all documents and perform all acts necessary to ensure the Company's right to subrogation as provided in Clause 2.4 above, including the signing of documents and the performance of acts necessary to enable the Company to file, on behalf of the Beneficiary, a subrogation lawsuit.

2.5. Reimbursement. The Beneficiary shall be obliged to reimburse all amounts expended by the Company regarding any claims in the cases and on the terms established in the Indemnity Policy.

2.6. Payments. All amounts outlined in this Agreement, including reimbursements provided under Clause 2.5 above, shall be considered, in their calculation and payment, as net of any applicable taxes, which shall be borne exclusively by the paying Party. The paying Party shall provide the receiving Party with an additional amount for compensation (gross-up) in an amount sufficient to cover the taxes due and shall not make any tax withholdings on the amounts and payments established in this Agreement.

CLAUSE THREE

Indemnification Limit

3.1. Indemnification Limit. The Beneficiary's right to indemnification under this Agreement is subject to and shall comply with the Maximum Coverage Limit established in the Indemnity Policy.

CLAUSE FOUR

Other Covenants and General Provisions

4.1. Resolution of disputes. To resolve any disputes arising from this Agreement, the Parties elect the jurisdiction of the District of São Paulo, State of São Paulo, Brazil, to the exclusion of any other, no matter how privileged it may be or become.

4.2. Confidentiality: Subject to the information obligations to which the Company is subject under the regulations issued by the Brazilian Securities and Exchange Commission, and unless required by public authorities or by court order, the Parties shall maintain confidentiality regarding the terms and conditions of this Agreement.

4.3. Novation, Amendment, and Waiver. Any tolerance or concession by one Party to the other shall not constitute novation, amendment, or waiver of the rights and obligations outlined in this Agreement, which can only be validly amended by a written instrument executed between the Parties.

4.4. Validity and Effectiveness. The declaration of invalidity of any term or provision of this Agreement shall not affect the validity of the remaining terms and provisions. The Parties shall negotiate in good faith the replacement of invalidated provisions with others that reflect, as closely as possible, the original intention embodied in those provisions.

4.5. Changes to the Indemnity Policy. The terms and conditions established in the Indemnity Policy in effect on the date of the execution of this Agreement shall apply to this Agreement. Any subsequent changes and amendments to the Indemnity Policy that occur after the execution date of this Agreement shall automatically apply to this Agreement, provided that such changes do not harm the Beneficiaries.

4.6. Succession. The obligations and rights provided in this Agreement bind and benefit the Parties, their heirs, successors, and assignors for any reason.

4.7. Specific Performance. The Parties acknowledge and agree that all obligations assumed or that may be attributed under this Agreement are subject to specific performance, without prejudice to the recovery of damages by the Party that has to bear them due to non-compliance with the obligations agreed upon in this Agreement.

4.8. Notifications. All notices and communications between the Parties related to matters covered by this Agreement shall be formalized in writing, via electronic message, to the following addresses:

(a) If addressed to the Company:

Address: Avenida Dra. Ruth Cardoso, n.º 8.501, 2º andar, sala 11, Pinheiros, CEP 05.425-070, São Paulo/SP

Attn.: Legal, Corporate Governance, and Compliance Board

email: governanca@aurenenergia.com.br

(b) If addressed to the Beneficiary:

Address: [=]

Attn.: [=]

email: [=]

4.8. Applicable Law. This Agreement shall be governed and interpreted by the laws of the Federative Republic of Brazil.

In witness whereof, the Parties hereto execute this Agreement in 2 (two) duplicates of equal form, content, and validity, in the presence of the two undersigned witnesses.

São Paulo, [month] [day], 202[=].

AUREN ENERGIA S.A.

[=]

1.

Name:

Corporate Taxpayer's ID (CPF/MF):

ID number:

2.

Name:

Corporate Taxpayer's ID (CPF/MF):

ID number: