



ENEVA S.A.

CNPJ/ME: 04.423.567/0001-21

Public Listed Company

**POLICY FOR DISCLOSURE OF MATERIAL ACT OR FACT AND
SECURITIES TRADING OF ENEVA S.A.**

1. PURPOSE

1.1. This Policy for Disclosure of Material Act or Fact and Securities Trading (“Policy”), approved at the Meeting of the Board of Directors held on March 23, 2023, aims to establish rules and guidelines (i) to ensure compliance with good corporate governance practices in the disclosure of Material Acts or Facts and in maintaining secrecy about material information; and (ii) on the trading of Securities issued (or referenced) by ENEVA S.A. (“ENEVA” or “Company”), seeking to contribute to compliance with laws and rules that preclude the practice of *insider trading*.

2. APPLICATION

2.1. This Policy applies to the persons named below, referred to herein as “Subject Persons”:

- a) to ENEVA itself;
- b) to ENEVA's Subsidiaries;
- c) to the Controlling Shareholder, if any;
- d) to the Administrators of the Company or its Subsidiaries;
- e) to the members of the Fiscal Council of the Company or its Subsidiaries, if in operation;
- f) to members of any bodies with technical or advisory roles created by statutory provision;
- g) to all Company’s employees; and

h) to other persons that ENEVA, at its discretion, considers relevant for the purposes of this Policy and that have undertaken in writing the duty to comply with it, including any third parties hired by the Company or its Subsidiaries that may have permanent or contingent access to Material Acts or Facts not yet disclosed, or any persons who may have knowledge of Material Acts or Facts not yet disclosed due to commercial, professional or trust relationship with the Company or its Subsidiaries.

3. DEFINITIONS

3.1. For all purposes and effects of this Policy, the following expressions and defined terms beginning in capital letters shall have the meanings indicated below, without prejudice to other expressions and defined terms beginning in capital letters, whose meanings are assigned to them in this Policy:

Controlling Shareholder: means the shareholder or group of shareholders that exercises Control Power over ENEVA, directly or indirectly, if any.

Administrators: members of the Board of Directors and Company's Statutory Officers.

Material Act or Fact: means any and all decision of the Controlling Shareholder (if any), resolution of the Shareholders' Meeting or the Company's management bodies, or any other act or fact of a political, administrative, technical, business or economic and financial nature occurred or related to the Company's business, which may significantly influence:

- i. the price of Securities;
- ii. investors' decision to buy, sell or hold the Securities; or
- iii. investor's the decision to exercise any rights inherent to the condition of holder of the Securities.

Article 2, sole paragraph, of CVM Resolution No. 44/2021 exemplifies, in a non-exhaustive manner, events of potential Material Act or Fact.

Employees: means employees, including non-statutory officers, of ENEVA or its Subsidiaries.

Affiliates: means the companies in which ENEVA has significant influence in the management, with no controlling over them. Significant influence is understood as the power to participate in decisions about the company's financial or operating policies. Any interest equal to or higher than twenty percent (20%) in the voting capital presumes significant influence.

Company: means ENEVA S.A.

Subsidiaries: means the companies in which ENEVA holds or exercises Control Power.

Parent Company: means the Controlling Shareholder (if any).

Insider Trading: means the practice, by a person, of trading Securities based on an undisclosed Material Act or Fact, with the aim of obtaining undue advantage for their own benefit or that of third parties.

Material Trading: means the business or set of businesses through which the investor's direct or indirect interest exceeds, up or down, the levels of five percent (5%), ten percent (10%), fifteen percent (15%), and so on, of the type or class of shares representing ENEVA's share capital, subject to the framing rules in accordance with applicable regulations.

Related Persons: means the person(s) or entity(ies) that maintains the following relations with a specific person:

- a) the spouse whose person is not judicially or extrajudicially separated;
- b) the partner;
- c) any dependents included on their annual income tax return; and
- d) companies directly or indirectly controlled by the specific person or persons mentioned in items "a", "b" and "c" above.

Subject Persons: mean the persons who shall comply with the provisions of this Policy, listed in item 2.1 above.

Individual Investment Plan: means the written instrument through which

the Partners, as defined by the Retention and Incentive Guidelines, in compliance with the provisions of item 7.8 below, voluntarily, irrevocably and irreversibly undertake to invest or disinvest a certain amount of Securities according to predetermined criteria, prepared in compliance with the provisions of the applicable regulations and this Policy.

Control Power: means the power actually used to direct the corporate activities and guide the operation of ENEVA's governance bodies, directly or indirectly, *de facto* or *de jure*, irrespective of the equity interest held. Control is vested in relation to the shareholder or group of shareholders together holding shares that ensure, on a permanent basis, directly or indirectly: (i) the majority of votes in the resolutions of the Shareholders' Meeting; and (ii) the power to elect the majority of the Company's managers.

Adhesion Agreement: means the formal instrument signed by Subject Persons indicated in items (c) to (h) of item 2.1 above and recognized by the Company, through which they express their awareness of the rules contained in this Policy, undertaking to comply with them and to watch that the rules are complied with by people under their influence, including Related Persons.

Securities: include shares, debentures, warrants, subscription rights, commercial notes, futures contracts, options and other derivatives; when publicly offered, any other securities or collective investment agreements, which give rise to participation, partnership or remuneration rights, including resulting from the provision of services, whose income derives from the efforts of the entrepreneur or third parties; issued by ENEVA or referenced, backed, convertible or exchangeable into securities issued by ENEVA; or the shares of investment funds whose portfolio is composed exclusively of shares issued by ENEVA.

4. PRINCIPLES

- 4.1. All Subject Persons shall guide their conduct in line with the values of good faith, loyalty and truthfulness, as well as the general principles established in this Policy and the fundamental principles established in ENEVA's Code of Conduct.
- 4.2. All efforts towards capital market efficiency shall be based on the assumption that competition among investors for better returns is made through analysis and

interpretation of the information disclosed on a fair and equitable basis by the Company, and never through selective access to any Material Act or Fact of ENEVA.

- 4.3. Persons Subject to this Policy should bear in mind that clear, accurate and timely information constitutes the main instrument available to the investing public, and especially to ENEVA's investors, so that they are assured of the indispensable equitable treatment.
- 4.4. The Company's relationship with the participants and the opinion-makers in the securities market shall be uniform and transparent.
- 4.5. Subject Persons shall ensure that the disclosure of information by ENEVA is correct, complete, timely and carried out through the Administrators entrusted with this duty, in the manner provided for in this Policy and in the applicable regulations.
- 4.6. The responsibility of Subject Persons shall extend to acts performed by third parties, whenever they act under their influence, guidance or delegation. Notwithstanding, the provisions of this Policy do not exempt the liability arising from legal and regulatory provisions imputed to third parties not directly linked to ENEVA that are aware of a Material Act or Fact and who trade the Securities.

5. GUIDELINES FOR DISCLOSURE AND USE OF A MATERIAL ACT OR FACT

Purpose and Criteria

- 5.1. The disclosure of a Material Act or Fact seeks to assure to ENEVA's investors the availability, on a timely, efficient and reasonable basis, of the information necessary for their investment decisions, assuring the best possible symmetry in the dissemination of information, thus avoiding the undue use of undisclosed Material Acts or Facts by the people who have access thereto, for their own benefit or for that of third parties, to the detriment of investors in general, the market and ENEVA itself.
- 5.2. The concept of Material Act or Fact, provided for in the applicable legislation, is

purposefully broad, making it clear that an information does not need to be consummate or definitive to be considered material. Accordingly, events related to a potential Material Act or Fact shall have their materiality analyzed in the context of ordinary activities and the size of ENEVA, as well as previously disclosed information, in addition to considering (for of ongoing processes) the magnitude of its potential impact on the price or on the decision of ENEVA's investors to buy or sell the Securities due to the probability of its occurrence. Therefore, this analysis may not be performed in an abstract context, to avoid trivializing the disclosure of Material Acts or Facts to the detriment of the quality of the analysis, by the market, of ENEVA's prospects.

5.3. Without prejudice to the concept of Material Act or Fact set forth in this Policy and the assessment on a case-by-case basis, the Company adopts the standard for disclosing the following events as a Material Act or Fact:

- i. Winning a capacity reserve auction held by the National Electric Energy Agency – ANEEL;
- ii. Commercial start-up of a generating unit;
- iii. Statement of commerciality of hydrocarbon accumulation; and
- iv. Reserves and Resources Certification Report.

5.4. Also without prejudice to the concept of Material Act or Fact set forth in this Policy and the assessment on a case-by-case basis, the Company shall disclose via Notice to the Market, on a quarterly basis, within 30 days of the end of each quarter, managerial, preliminary and unaudited operating information, prior to the earnings release.

5.4.1. The Company may disclose operational data, including, but not limited to, the availability of thermal power plants, regulatory dispatch, energy generation and market served, upstream production volume data and remaining reserves.

5.5. If rumors or unfounded news are disclosed that fall under the concept of Material Act or Fact, the Company shall assess the need to provide clarification to the market in order to avoid material information asymmetry.

5.6. The Company, through the Investor Relations Officer, may adopt the disclosure of certain information via Notice to the Market, when the information to be

shared does not meet the criteria of materiality, but is understood as useful to be brought to the attention of investors and market participants, even though its disclosure is not required by current legislation and regulations.

Investor Relations Officer

- 5.7. The Investor Relations Officer is the primarily responsible for communicating and disclosing a Material Act or Fact, on a broad, prompt and simultaneous basis in the markets where the Securities issued by the Company are admitted to trading. Subject Persons shall immediately communicate any Material Act or Fact of which they are aware to the Investor Relations Officer.
- 5.8. The Investor Relations Officer shall:
- a) send to CVM, B3 and other managing entities of the markets in which the Securities issued by the Company are admitted to trading ant Material Act or Fact occurred or related to the Company's business immediately after its occurrence, as well as to make its disclosure as provided for in item 6.9 below;
 - b) ensure the wide and immediate dissemination of the Material Act or Fact simultaneously in all markets where the Securities issued by the Company are admitted to trading; and
 - c) cause the due disclosure of a Material Act or Fact to precede or be made simultaneously with the publication of the information by any means of communication, including press releases, or at meetings of class entities, investors, analysts or with a selected audience, in the country or abroad.

Procedure for disclosure by the Investor Relations Officer of a Material Act or Fact

- 5.9. To ensure the speed, simultaneity and global reach of the disclosure, the Company uses the means and channels of communication described below for the disclosure of Material Acts or Facts:
- a) sending to CVM, B3 and, if applicable, to the other managing entities of the markets in which the Securities issued by the Company are admitted to trading, through the applicable systems, in Portuguese and English;

- b) announcement published in the news portal <<https://portal.mzgroup.com/fatos-relevantes/>>, containing the full information;
 - c) disclosure in Portuguese and English on the “Investor Relations” page on ENEVA's website (<http://www.eneva.com.br>) on the World Wide Web; and
 - d) sending by electronic mail (*email*), to all shareholders registered in the Company’s mailing list.
- 5.9.1. Should the disclosure of a Material Act or Fact arise from information beyond the Company's control, or should there be an atypical fluctuation in the quotation, price, or traded volume of the securities issued by the Company, the disclosure in English may be made until the next business day after the disclosure in Portuguese.
- 5.10. The information contained in the Material Act or Fact shall be presented clearly and accurately, using objective language that is accessible to the investing audience. Whenever any technical concept is used which, at the discretion of the Investor Relations Officer is considered more complex, an explanation of its meaning shall be included in the disclosed information.
- 5.11. ENEVA may, at each disclosure of a Material Act or Fact, choose to release it, additionally and in summarized form, in the newspaper usually used by the Company, containing the minimum elements necessary for its understanding. In this event, such disclosure shall indicate the address on the World Wide Web where the complete information shall be available to all investors, in content at least identical to that sent to CVM.
- 5.11.1. If it is imperative that a Material Act or Fact shall be disclosed during trading hours, the Investor Relations Department shall request B3 and the other managing entities of the markets in which the Securities issued by the Company are admitted to trading, always simultaneously, the suspension of the trading of the Securities for the time necessary for the proper dissemination of the Material Act or Fact, subject to the procedures provided for in the regulations issued by the such entities on the subject.
- 5.12. In the event that CVM, B3 or other entities managing the markets in which the Securities issued by the Company are admitted to trading require clarification

from the Investor Relations Officer on the disclosure of a Material Act or Fact, or in the event of unusual fluctuation in the quotation, price or volume traded of the Securities, the Investor Relations Officer shall inquire other Eneva officers (including statutory and non-statutory officers), in order to find out whether they are aware of information that shall be disclosed to the market, and may also inquire other Subject Persons who had access to the Material Act or Fact, if deemed necessary.

- 5.12.1. The inquiry of Eneva's officers about the knowledge of information that shall be disclosed to the market, should an atypical fluctuation be seen in the quotation, price, or traded volume of Securities whose origin is not identified by the Investor Relations Officer, shall be made by means of a board meeting called on an urgent basis and duly documented.

6. OMISSION, DUTY OF CONFIDENTIALITY AND EXCEPTIONS TO DISCLOSURE

Omission

- 6.1. As provided for in item 5.7, any Subject Person who becomes aware of Material Acts or Facts shall promptly communicate such fact to the Investor Relations Officer.
- 6.2. In the event of failure by the Investor Relations Officer fails to fulfill his/her duty of notifying and disclosing a Material Act or Fact (and when there is no decision to maintain secrecy made pursuant to Article 6 of CVM Instruction 44), the Controlling Shareholders (if any), Administrators, members of the fiscal council and any bodies with technical or advisory duties, created by statutory provision, who are aware of the Material Act or Fact shall only be exempted from liability if they immediately notify CVM of the Material Act or Fact.

Duty of confidentiality/social media

- 6.3. Access to Material Acts or Facts prior to their public disclosure shall be limited to Subject Persons who need access to perform their duties. Such Subject Persons shall properly store this information and keep confidential the information related to the Material Act or Fact to which they have privileged access due to the

position or role held by them, until its disclosure to the market, as well as ensuring that subordinates also do so, being administratively jointly liable with them in the event of non-compliance, pursuant to CVM rules.

6.3.1. The duty of secrecy set forth in item 6.3 shall remain for persons who resign from the Company, or who cease to participate in the business or project to which the Material Acts or Facts refer, until such information is disclosed as provided for in this Policy.

6.4. Keeping confidentiality regarding a Material Act or Fact not yet disclosed requires, among other additional precautions, the following procedures:

- a) involve only people considered essential in actions that may result in Material Acts or Facts;
- b) not to discuss any Material Act or Fact in public places or in the presence of third parties, even if it can be expected that such third parties will not be able to discern the meaning of the conversation;
- c) not to discuss any Material Act or Fact in conference calls in which it is unclear who actually are the people who may participate in the conference call;
- d) keep documents of any kind related to the Material Act or Fact, including handwritten personal notes, safe and not leave them exposed to the reach of people not authorized to be aware of the Material Act or Fact;
- e) without prejudice to the responsibility of the person who discloses the Material Act or Fact, require another person who needs access to the Material Act or Fact, and who is not yet a Subject Person, to be aware of this Policy and sign the Adhesion Agreement before granting them access to the Material Act or Fact; and
- f) specifically concerning third parties external to the Company who need access to the Material Act or Fact, if they are not a Subject Person, require the written commitment to secrecy, in a document in which the nature of the information shall be specified and a statement shall be included confirming that the third party recognizes its confidential nature, undertaking not to disclose and not to trade Securities prior to the disclosure of the information to the market.

6.5. The Company recognizes that the different means of communication, including

social media, currently play a key role in meeting the transparency objectives of its activities, helping to attract, involve and inform all strategic audiences, including investors and customers, as well as helping to build relationships. However, measures shall be adopted to protect against security risks associated with the image, reputation, legislation or information inherent to its activity. In this sense:

- 6.5.1. Subject Persons are prohibited from providing, commenting, sharing, photographing or recording, by any means of communication, including the internet and social media, any Material Act or Fact not disclosed by the Company; and
- 6.5.2. For information already disclosed by the Company, any public statement by the Subject Persons, including via internet and social media, shall be guided by the duties imposed by the legal rules in force and by the best practices of corporate governance, ensuring the protection of the corporate reputation and the Company's business.

Exception to disclosure

- 6.6. As a general rule, a Material Act or Fact shall be immediately notified and disclosed. However, the Material Act or Fact may, exceptionally, not be disclosed if the Controlling Shareholders (if any) or Administrators understand that its disclosure may jeopardize the Company's legitimate interest.
- 6.7. In the event that the Material Act or Fact is directly related to transactions involving the Controlling Shareholders, if any, any decision not to disclose such Material Act or Fact shall be informed to the Investor Relations Officer.
- 6.8. Due to the exceptionality of non-disclosure of a Material Act or Fact, the Investor Relations Officer shall, whenever possible, prepare a document on the Material Act or Fact and keep it confidential, so that it can be disclosed quickly in case of urgency.
- 6.9. Even if the Administrators or the Controlling Shareholders (if any) decide not to disclose the Material Act or Fact, their duty is to disclose it immediately, preferably through the Investor Relations Officer, in the event of the information

escaping their control or in the event of an atypical fluctuation in the quotation, price, or traded volume of the Securities.

- 6.10. In the assessment of atypical fluctuation, changes in the price or traded volume of the shares that deviate from the metrics identified by the Company shall be considered, and the base parameters shall be subject to internal control within the scope of routine procedures of the Company's Investor Relations Department, submitted to the Investor Relations Officer.

7. SECURITIES TRADING GUIDELINES

- 7.1. The use of material information not yet disclosed by any person who has had access to it, with the purpose of gaining an advantage, for themselves or for others, through trading Securities is prohibited.
- 7.2. The following are not subject to restriction, in principle: (i) acquisition of shares held in treasury, through private trading, due to the exercise of purchase option pursuant to the call option plan for shares and the grant of shares within the scope of share-based compensation programs, both approved at the shareholders' meeting; (ii) trading involving fixed-income securities, when made through repurchasing agreements (repo), for settlement on a pre-established date, prior to or equal to the maturity of the securities object of the transaction, made under predefined profitability or remuneration parameters; and (iii) subscriptions for new Securities issued by the Company, without prejudice to the application of the rules that provide for the disclosure of information in the context of the issuance and offering of these Securities.
- 7.3. Managers who leave the Company with material information not yet disclosed shall not be allowed to trade Securities until the end of a period of three (3) months after leaving or the date of disclosure of the Material Act or Fact, whichever occurs first.
- 7.4. Securities Trading covers (i) the lending of Securities, whether in cases where the person acts as the lender or in the return of the leased Securities, considering that this transaction legally consists of a transfer of ownership; (ii) transactions inside or outside regulated securities market environments, i.e., including private transactions; (iii) trading directly or indirectly, either through subsidiaries or

third parties with which a fiduciary agreement or portfolio management is in force; and (iv) trading for own account or on behalf of third parties.

- 7.4.1. Trading made by investment funds in which the Subject Persons are quota holders are not considered indirect or on behalf of third parties, provided that the trading decisions may not be influenced by the quota holders.
- 7.4.2. It is presumed, admitting evidence to the contrary and subject to the provisions of item 7.4.3 below, that the trading decisions of the exclusive fund's administrator and manager are influenced by the quota holder of the fund.
- 7.4.3. The presumption addressed in item 7.4.2 does not apply to exclusive investment funds whose quota holders are insurance companies or open private pension entities and whose purpose is to invest funds from the free benefit generating plan (PGBL) and life generating free benefit plan (VGBL), during the period of deferment.

Blackout Periods

- 7.5. Trading in Securities is prohibited:
 - i. in the fifteen (15) days prior to the disclosure of the quarterly financial statements (ITR) and annual financial statements (DFP) of the Company, by ENEVA, by its Controlling Shareholders (if any), Administrators and members of the Fiscal Council (when in operation), irrespective of the knowledge, by such persons, of the content of the Company's quarterly financial statements and annual financial statements, in compliance with the provisions of items 7.5.1 and 7.6 below; and
 - ii. when determined by the Investor Relations Officer, in the face of any situation that characterizes a Material Act or Fact not yet disclosed ("blackout Period"), without prejudice to provisions of items 7.5.1 and 7.7 below.
- 7.5.1. Notwithstanding the events provided for in item 7.5, trading in violation of this Policy, the law and applicable regulations is prohibited. Trading, by any person, characterized as *Insider Trading*, i.e., using material information of which they

are aware, not yet disclosed to the market, represents an administrative and criminal violation, pursuant to art. 27-D of Law No. 6.385/1976.

- 7.6. For the purposes of the rule included in item 7.5(i), the following shall apply:
- i. the Company discloses, on an annual basis, the agenda for the following calendar year containing the disclosure dates of the referred financial statements, which is kept updated whenever the Company decides to change any of the disclosure dates set forth therein;
 - ii. the time frame count shall be made excluding the day of disclosure, however, the trading of Securities may only be made on the day after said disclosure;
 - iii. the prohibition on trading set forth in item 7.5(i) above shall also be complied with by Subject Persons who become aware of the content of the Company's quarterly financial statements and annual financial statements; and
 - iv. the prohibition referred to in item 7.5(i) does not apply to: (i) trading involving fixed-income Securities, when carried out through trading involving fixed-income securities, when made through repurchasing agreements (repo), for settlement on a pre-established date, prior to or equal to the maturity of the securities object of the transaction, made under predefined profitability or remuneration parameters; (ii) transactions aimed at fulfilling obligations assumed before the beginning of the blackout period resulting from lending Securities, exercise of call or put options by third parties and forward purchase and sale agreements; and (iii) trading made by financial institutions and legal entities that are part of its economic group, provided that performed in the normal course of their business and within the parameters pre-established in the respective policy.
- 7.7. For the purposes of the Blackout Period, the Investor Relations Officer (i) may presume knowledge, giving rise to the respective prohibition on trading Securities, by all Administrators, Controlling Shareholders (if any), members of the Fiscal Council (when in operation) and any bodies with technical or advisory duties, created by statutory provision; (ii) The IRO is not required to substantiate the decision to determine Blackout Periods, which will be treated confidentially by its recipients; and (iii) may uphold the

prohibition provided for in item 7.5(ii) above even after disclosure of the Relevant Act or Fact, whenever, at its discretion, trading in the Securities may harm ENEVA.

Individual Investment Plans

- 7.8. The Partners, within the scope of Eneva's Retention and Incentive Guidelines ("Partners"), may have Individual Investment Plans ("Plans") regulating their trading with Securities in the periods set forth in item 7.5(i) or in order to rule out the presumptions established in a CVM rule, provided that said plan is filed with the Investor Relations Officer, and participants are prohibited from: (i) keeping more than one Plan in effect simultaneously; and (ii) carry out any transactions that nullify or mitigate the economic effects of the transactions to be determined by the respective Plans.
- 7.9. The Plans shall (i) be formalized in writing and kept filed with the Investor Relations Officer; (ii) be subject to verification, including regarding its institution and any change in its content; (iii) establish, irrevocably and irreversibly, the dates or events and the amounts or volumes of trades to be executed by the participants; and (iv) provide for a minimum period of three (3) months for the plan itself, any changes and cancellation to become effective.
- 7.10. The Plans may allow the Partners to trade Securities within the prohibition period set in item 7.5(i) above, provided that, in addition to the requirements above: (i) the Company has approved a schedule defining specific dates for disclosing the accounting and financial statements referred to in the aforementioned item of this Policy; and (ii) require its participants to revert to the Company any losses avoided or gains incurred in trading securities resulting from any change in the disclosure dates of ITR and DFP, determined through reasonable criteria defined in the Plan itself.
- 7.11. The Board of Directors shall verify, at least every six months, the adherence of the trades made to the formalized Plans.

8. COMMUNICATION ON NEGOTIATIONS OF CONTROLLERS AND ADMINISTRATORS

- 8.1. Pursuant to CVM Resolution 44 and Novo Mercado Regulation, the Controlling Shareholders (if any), Administrators, members of the fiscal council and of any bodies with technical or advisory duties, created by statutory provision, shall communicate to ENEVA's Investor Relations Officer the ownership and trades made with Securities issued by ENEVA, or issued by its Subsidiaries or Parent Companies that are publicly-held companies, owned by it, as well as by the Related Persons to such parties.
- 8.2. The communication referred to in item 8.1 above shall cover trading with derivatives or any other Securities referenced in the Securities issued by the Company or issued by its Parent Companies (if any) or by its Subsidiaries that are publicly-held companies.
- 8.3. The communication described above shall be made through the "Statement of Ownership and Trades Made", according to the form in Annex II B:
 - a) within five (5) days after the completion of each trade changing the positions held; and
 - b) on the first business day after taking office for natural persons indicated in item 8.1 above.
- 8.4. Persons indicated in item 8.1 above shall also communicate to ENEVA's Investor Relations Officer any change in the list of Related Persons, such as names, registration number in the National Register of Legal Entities or in the Individual Register, up to fifteen (15) days after the date of the change.
- 8.5. ENEVA's Investor Relations Officer shall send to CVM, B3 and other managing entities of the markets in which the Securities issued by the Company are admitted for trading the information received from the persons indicated in item 8.1 above, individually and consolidated by body: Controlling Shareholder (if any), Management, Fiscal Council and bodies with technical or advisory duties created by statutory provision), as well as information on ownership and individual trades made by ENEVA itself and by its Subsidiaries and Affiliates within a period of up to ten (10) days after the end of each month.
 - 8.5.1. For the Controlling Shareholder (if any) and Administrators, the aforementioned information shall be sent on a monthly basis, even if no movements or changes

in positions have been identified.

- 8.6. Pursuant to Novo Mercado Regulations, and in addition to the provisions of the items above, the Controlling Shareholders (if any) and their Related Persons are required to notify ENEVA's Investor Relations Officer, within a period of up to five (5) days after the end of each month, the quantity and characteristics of the Securities that they directly or indirectly hold, including derivatives or any other securities or assets referenced thereto, through the "Statement of Ownership and Trades Made" of this Policy, even if there is no change in the respective shareholding position.

9. NOTICE ON ACQUISITION OR SALES OF RELEVANT SHAREHOLDING

- 9.1. Pursuant to CVM Resolution 44, the Controlling Shareholders (if any), the shareholders who elect members of ENEVA's Board of Directors or Fiscal Council, as well as any natural or legal person, or group of persons, acting jointly or representing a same interest, shall inform ENEVA's Investor Relations Officer of any Material Trading, immediately after exceeding the interest thresholds provided for in the applicable regulation, upwards or downwards.

- 9.1.1. The communication shall be made through the "Statement of Material Trading", according to the form in Annex III of this Policy.

- 9.1.2. The obligations set forth in this item 9.1 also extend:

- i. to the acquisition of any rights over the shares and other Securities mentioned in article 12 of CVM Resolution 44; and
- ii. the execution of any derivative financial instruments referenced in shares referred to in the item above, even if no physical settlement is expected, and the classification as Material Trading shall be verified in accordance with the rules provided for in the applicable regulations.

- 9.1.3. In cases where the acquisition results or has been made with the purpose of changing the composition of ENEVA's control or administrative structure, as well as in cases where the acquisition gives rise to the obligation to make a public offering, pursuant to applicable regulations, the acquirer shall also promote the

disclosure, at least through the same communication channels usually adopted by ENEVA, of a notice containing the information provided for in the “Material Trading Statement”.

- 9.1.4. ENEVA's Investor Relations Officer is responsible for sending this information, promptly upon receipt, to CVM, B3 and, as the case may be, to other managing entities of the markets in which the Securities issued by the Company are admitted for trading.

10. GENERAL PROVISIONS

- 10.1. Subject Persons indicated in items (c) to (h) of item 2.1 shall sign the respective Adhesion Agreement to this Policy, which shall be filed at ENEVA's headquarters as far as the person maintains a relationship with the Company, and for a minimum period of five (5) years after leaving.

- 10.1.1. ENEVA shall keep at its headquarters an updated list of people who signed the Adhesion Agreement, with the respective qualifications, indicating their position or role, address and registration number in the National Register of Legal Entities or in the Register of Individual Taxpayers, always updating it when there is a change.

- 10.1.2. Whenever there is any change in the data informed in the list, the subscriber of the Adhesion Agreement shall communicate such change immediately to ENEVA, so that it can make the necessary changes.

- 10.2. ENEVA's Investor Relations Officer is responsible for executing and monitoring this Policy and other aspects indicated in the applicable regulations, particularly in CVM Resolution 44 and Novo Mercado Regulations.

- 10.2.1. Doubts about the provisions of this Policy, the applicable regulations issued by CVM and/or the need to disclose or not certain information to the public shall be clarified with the Company's Investor Relations Department, submitted to the Investor Relations Officer of the Company.

- 10.3. ENEVA's Board of Directors is responsible for approving amendments to this Policy, whenever said body deems necessary and/or as a result of regulatory

changes. However, this Policy may not be amended while the disclosure of a Material Act or Fact is pending.

11. PENALTIES

- 11.1. Subject Persons shall be fully liable in case of any breach of this Policy. If the Company ascertains and proves a violation of this Policy, the Subject Person shall be subject to warning or disciplinary measures that may include, as an example, warning or even dismissal or dismissal for cause. In addition, the offending Subject Person shall reimburse the Company for damages directly caused as a result of their behavior. Any violation of the provisions of this Policy shall be subject to the penalties provided for by law and CVM rules.

12. EFFECTIVE TERM AND PERIODIC REVIEW

- 12.1. This Policy will come into effect on March 23, 2023.
- 12.2. The Company shall provide annual training for the faithful fulfillment of this Policy by the Subject Persons indicated in item 2.1, subparagraphs (c) to (g).
- 12.3. This Policy revokes any and all other rules, guidelines, instructions, policies or documents of the Company referring to the matters addressed herein, especially the Policy for Disclosure of Material Acts or Facts and Trading Securities issued by Eneva S.A. approved by the Company's Board of Directors at a meeting held on January 31, 2019.
- 12.4. The Board of Directors shall amend this Policy whenever necessary, as a result of statutory or legislative changes, especially in CVM and B3 regulations regarding the corporate governance practices applicable to the Company. The review of this Policy shall be in force as from the date of approval by the Board of Directors.

13. REFERENCES

- “Brazilian Corporate Law (LSA)”: Law 6.404, dated December 15, 1976, as amended.
- CVM Resolution No. 44, dated August 23, 2021, as amended (“CVM Resolution 44”)
- Novo Mercado Regulation of B3 S.A. – Brasil, Bolsa, Balcão, dated September 5,

2017, as amended (“Novo Mercado Regulation”)

- Brazilian Code of Corporate Governance – Public Listed Companies (“CBGC”)
- ENEVA's Bylaws
- ENEVA's Code of Conduct

14. ANNEXES

- **Annex I** - Adhesion Agreement to the Policy for Disclosure of Material Act or Fact and Securities Trading
- **Annex II** - Statement of Ownership and Trades Made
 - A. Individual Trading Form for the Company, Subsidiaries, Affiliates and Controlling Shareholder
 - B. Individual Trading Form for Administrators, Related Persons and Controlling Shareholder
 - B. Consolidated Trading Form for Administrators, Related Persons and Controlling Shareholder
- **Annex III** - Statement of Material Trading