



**ENEVA S.A.**

CNPJ/MF No: 04.423.567/0001-21

Publicly Held Company

## **POLICY FOR DISCLOSURE OF MATERIAL ACT OR FACT AND TRADING OF SECURITIES**

### **1. PURPOSE**

- 1.1. This Policy for Disclosure of Material Act or Fact and Trading of Securities, which was prepared in accordance with CVM Instruction No. 358, observing the rules set forth in the New Market Bylaws ("Policy"), aims to establish rules to ensure compliance with good practices in the disclosure of Relevant Acts or Facts and in the negotiation of the Securities issued by ENEVA S.A. ("ENEVA" or "Company"), as well as to clarify rules which shall be observed by the Investor relations officer and other Subject Persons regarding the disclosure and confidentiality of the Relevant Information, seeking to contribute to the compliance with the laws and rules that restrict the practice of insider trading.

### **2. APPLICATION.**

- 2.1. This policy applies:
- a) to ENEVA itself;
  - b) to the Controlling Shareholder, if any;
  - c) the managers of the Company or its subsidiaries ;
  - d) the Fiscal Council Members of the Company or its subsidiaries, if installed;
  - e) the members of other Bodies with Technical or Consulting Functions;
  - f) every Workers; and
  - g) to other persons that ENEVA, in its discretion, deems relevant for the purposes of this Policy and who have undertaken in writing the duty to comply with it, including any third parties contracted by the Company who have permanent or occasional access to the Relevant Information, or any persons who may have knowledge of the Relevant Information by reason of commercial, professional or trustworthy relationship with the Company or by virtue of their position, function or position in the Company, in their Controlling or in their Affiliates.



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### **3. DEFINITIONS**

**Controlling Shareholder:** means the shareholder or group of shareholders exercising the Exercise of control over ENEVA, directly or indirectly.

**Administrators:** members of the Board of Directors or Statutory Directors.

**Material Act or Fact:** means any decision of a Controlling Shareholder, resolution of the general shareholders' meeting or management bodies of the Company, or any other act or fact of a political and administrative, technical, legal, business related, or economic and financial nature, occurred or related to its businesses which may substantially influence:

- i. In the share price quotations;
- ii. In the investors' decisions to buy, sell or hold shares; or
- iii. In the investors' decisions to exercise any rights inherent to their condition as beneficiary owner of the shares.

Article 2, sole paragraph, of CVM Instruction 358 exemplifies, non-exhaustively, events of potential Material act or fact.

**Exchanges and markets:** means other Stock Exchanges, other than B3, and organized over-the-counter market entities in Brazil or abroad, where the Securities are or will be admitted to trading.

**Workers:** means the non-statutory employees and directors of ENEVA or its Controlled companies.

"Affiliates" means companies in which the ENEVA exercises significant influence over management, but not control. Significant influence means the power to participate in the decisions regarding the financial or operational politics of the company. Any interest equal to or greater than twenty percent (20%) of the voting capital assumes significant influence.



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Company: shall mean ENEVA S.A.

Notice to the market: means the instrument wherewith the Corporate disclose:

- a) in the scope of this Policy, any information that is not conceptually a Relevant Information, pursuant to CVM Instruction 358, but which the Investor relations officer deems useful to inform investors and market participants, even if their disclosure is not required by the current legislation and regulations;
- b) the communications provided for in CVM Instruction 358 not characterized as Relevant Information; and
- c) the clarifications provided by the Company on queries made by CVM or B3, which in the opinion of the Investor relations officer should not be provided as Relevant Information.

**Controlled companies:** means companies in which ENEVA holds or exercises the Exercise of control.

“Controlling” means a Controlling Shareholder incorporated as a Corporate or entity of any kind.

“Derivatives” means any securities traded on futures market or any other assets backed by, or which subject matter is, the Securities issued by the open Company.

Relevant information: all Information relating to the Material act or fact, and that have not been disclosed yet to the Investor public.

**Insider Trading:** practice by a person of the Negotiation of Securities based on the Relevant Information, in respect of which such person is required to maintain confidentiality in order to obtain undue advantage for the benefit of himself or others.

**Relevant Negotiation:** means the business or business combination through which the direct or indirect interest of the investor exceeds, upwards or downwards, the levels of 5% (five percent), 10% (ten percent), 15% (fifteen percent) and so forth, by type



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or class of shares representing ENEVA's capital stock, observing the framing rules, according to the applicable regulation.

**Bodies with Technical or Consulting Functions:** means the advisory committees of the Management Council of the Company created by statutory provision.

**Related Persons:** means the people who maintain with the Persons bound the following links:

- a) the spouse of whom is not judicially or extrajudicially separated;
- b) the companion;
- c) any dependent included in its annual income tax adjustment statement; and
- d) companies controlled directly or indirectly by the Persons bound or by the persons mentioned in items "a", "b" and "c" above.

**Persons bound:** means the Controlling Shareholder, if any, Administrators, Fiscal Council members, if any, and members of Bodies with Technical or Consulting Functions, who are required to disclose ownership and negotiations with Securities pursuant to CVM Instruction 358 and of New Market Bylaws.

**Subject Persons:** means the persons who must observe the provisions of this Policy, listed in item 2.1 above.

**Individual Plan of Investment:** means the Negotiation of Securities plans set forth in article 15-A of CVM Instruction 358.

"Exercise of Control" means control effectively used to direct corporate activities and the functioning of ENEVA instances, directly or indirectly, de facto or lawfully, regardless of the shares held. There is a relative presumption of ownership and control over the shareholder or joint group of shareholders holding shares that permanently assures them, directly or indirectly: (i) a majority of the votes in the resolutions of the general meeting; and (ii) the power to elect a majority of the Company's Administrators.

**Adhesion Agreement:** means a formal instrument signed by the Subject Persons indicated in items (b) to (g) of item 2.1 above and acknowledged by the Company,



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whereby it is aware of the rules contained in this Policy, assuming the obligation to comply with them and to ensure that the rules are enforced by persons under its influence, including Controlled companies, Affiliates, entities under common control and Related Persons.

**Securities:** include stocks, debentures, warrants, subscription rights, promissory notes, call or put options or Securities Derivatives issued by the Company; other securities issued by publicly-held Corporation, convertible or exchangeable in the Securities issued by the publicly-held Corporation or referenced to or backed by them; or further the quotas of investment funds which portfolio is composed exclusively of shares issued by the Company. When not otherwise specified, they refer to the Securities issued by ENEVA.

#### **4. PRINCIPLES**

- 4.1. All Subject Persons shall behave in accordance with the values of good faith, loyalty and truthfulness, as well as the general principles set forth herein and the fundamental principles set forth in CCR Group's Code of Ethical Conduct.
- 4.2. All efforts to ensure market efficiency must start from the premise that competition between investors seeking better returns is based on their analyzing and interpreting information disclosed rather than obtaining privileged or insider access of ENEVA information.
- 4.3. The subject person to this Policy must take into account that the transparent, accurate and timely information constitutes the main instrument available to the investing public, and, particularly, to the investors of ENEVA, in order to ensure them the required equitable treatment. Thus, no hidden form of relationship with potential investors, service providers, Related Persons, Controlled companies, Affiliates, Controllers or any person who, permanently or transitorily, with or without remuneration, holds office, job or public function in any direct or indirect public management body or entity shall be admitted.



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- 4.4. The relationship between ENEVA and the participants and opinion makers in the securities market should take place on a uniform, transparent and equitable.
- 4.5. It is the obligation of the Subject Persons to ensure that the disclosure of information by ENEVA is correct, complete, timely and developed through the Administrators entrusted with such function, as provided for in this Policy and in the applicable regulations.
- 4.6. The liability of the Subject Persons shall extend to the acts performed by third parties, whenever they act under their influence, guidance or delegation. However, the provisions set forth in this Policy do not elide from responsibility deriving from legal and regulatory prescriptions, third parties that aren't directly connected to the ENEVA, but have knowledge of a Material Act or Fact and trade with the Securities.

## **5. GUIDELINES FOR ON DISCLOSURE AND USE OF MATERIAL ACT OR FACT**

### **Purpose and criteria**

- 5.1. The purpose of disclosing a Material Act or Fact is to assure ENEVA investors may in good time, efficiently and reasonably have access to the information required for their investment decisions, ensuring the best possible symmetry in the dissemination of information, thus ensuring that persons people who have access to relevant information do not misuse it in the stock market for their own benefit or that of third parties, to the detriment of investors in general, the market and the ENEVA itself.
- 5.2. The events related to the Material act or fact must have their materiality analyzed in the context of the ordinary activities and the size of ENEVA and its Controlled companies, as applicable, as well as of the previously disclosed information, and not in an abstract context, in order to avoid the trivialization of disclosures of Material Acts or Facts to the detriment of the quality of the market analysis of ENEVA's prospects.

### **Investor relations officer**



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5.3. The Investor relations officer is primarily responsible for communicating and disclosing a Material act of fact in a broad, immediate and simultaneous manner in the markets where the Securities are admitted to trading. To this end, and pursuant to this Policy and applicable regulations, Persons bound need to immediately communicate any Material Act or fact known to the Investor relations officer, subject to the conditions established in item 6.2 of this Policy. The Investor Relations Officer shall:

- a) send to the CVM and to the Stock Exchanges material act or fact occurred or related to Company's business immediately after its occurrence, as well as to carry out the disclosure provided in section 5.4 below;
- b) disclose the notice to the market to CVM and to B3, in situations wherein deems necessary
- c) to oversee the broad and immediate dissemination of said Material Information simultaneously to the Stock Exchanges and investors in general.
- d) prevent premature information from being disclosed and preserve confidential information in order to prevent asymmetries of information and the leakage and use of Relevant or privileged Information.

**Proceeding for disclosure by the Investor relations officer of Material act or fact or of Notice to the Market**

5.4. The Disclosure of material act or fact involving ENEVA shall occur:

- a) For the CVM, B3 and, if applicable, the other Exchanges and markets, through the periodic and occasional information system of CVM (Sistema Empresas.Net);
- b) By means of a notice published in Portuguese and English in at least one news portal with a page in the world wide web, in a clear and precise manner, in a language accessible to the market and in content at least identical to the text sent to CVM; and
- c) on the ENEVA website (<http://www.eneva.com.br>) on the world wide web.

5.4.1. If the disclosure of material acts derives from information that is beyond the Company's control or in the event of an atypical oscillation in the quotation, price or negotiated



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quantity of the Securities of its issue, the disclosure in English may occur until the business day following the disclosure in Portuguese.

- 5.5. The ENEVA may, at each disclosure of a Material Act or Fact, elect to carry out a summarized disclosure of any such Material Act or Fact in the newspapers, usually used by the Corporate, contain the minimum information necessary for the understanding thereof. In such case, such disclosure shall indicate the address in the worldwide computer network where the complete information must be available to all investors, at least identical to the one sent to CVM and B3.
- 5.6. The disclosure of a material act or fact should take place, whenever possible, prior to beginning, at least 30 (thirty) minutes prior to the opening of the trading session, or after the closing of the business in B3 and, if applicable, in the other Exchanges and markets. If there are differing business hours, B3 trading times shall prevail.
  - 5.6.1. If it is imperative that the disclosure of Material act or fact takes place during the trading hours, the Investor relations officer shall evaluate the need to request from B3 and the other Exchanges and markets, at the same time, the suspension of trading of the Securities for the time necessary for the adequate dissemination of Relevant Information, observing the procedures set forth in the regulations issued by the Stock Exchanges and entities of the organized over-the-counter market regarding the subject.
- 5.7. Whenever a Material act or fact is published by any means of communication, including information to the press or at meetings of class entities, investors, analysts or with selected public, in the country or abroad, the Material act or fact will be disclosed simultaneously to the CVM , to B3, to the other Exchanges and markets, if applicable, and to the public investor in general, observing the procedure of item 5.4 above.
- 5.8. In the event that the CVM or B3 require clarification from the Investor relations officer regarding the disclosure of Material Act or fact, or in the case of an atypical fluctuation in the price, or the traded quantity of the Securities, the Investor relations officer shall inquire the Subject Persons, with the purpose of ascertaining whether they are aware of information that must be disclosed to the market.





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## **6. OMISSION, DUTY OF CONFIDENTIALITY AND EXCEPTIONS TO DISCLOSURE**

### **Failure to act**

- 6.1. Any subject person who acquires knowledge of any relevant acts or facts must immediately communicate this to the Investor Relations Director.
- 6.2. If the Investor Relations Officer fails to fulfill their duty of notifying and disclosing a Material Act or Fact (and there is no decision to maintain secrecy taken pursuant to Article 8 of CVM Instruction 358) the subject persons who are aware of the Material Act or Fact shall only be exempted from liability if they immediately notify the CVM of the Material Act or Fact.

### **Duty of Confidentiality**

- 6.3. Persons bound or any other person who, by virtue of their position, function or office, has access to Relevant Information, shall have the duty to:
  - a) Maintain confidentiality of information concerning the Material Act or Fact to which they have insider or privileged access until such time as it is disclosed to the market; and
  - b) Ensure that subordinates and third parties acting on their orders also do so, and they shall be jointly liable if not fulfilling their duty of confidentiality.
- 6.3.1. The duty of secrecy set forth in paragraph (a) of this item shall remain for persons who leave the Company, or who cease to participate in the business or project to which the Relevant Information refers, until such information is disclosed in the manner set forth in this Policy.
- 6.4. Whenever there is any doubt about the characterization of information such as Relevant Information, people should contact the Company's investor relations department, which reports to the Investor relations officer, in order to clarify such doubt.
- 6.5. The guardian of secrecy presupposes, among other additional care, the following procedures:



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- a) Exclusively involve the persons deemed indispensable in actions that may result in Material Facts or Acts;
- b) Not discussing the Relevant Information in public places or in the presence of third parties, although it can be expected that such third party cannot intuit the meaning of the conversation;
- c) not to discuss the confidential information in conference calls in which it is not possible to be sure about who effectively are the persons who may participate in such discussion;
- d) Keep documents of any kind related to the Relevant Information, including handwritten personal annotations, and do not leave them exposed to persons not authorized to know the Relevant Information;
- e) Without prejudice to the responsibility of the person transmitting Relevant Information, to require another person to hold a position, function or office in Controlling or in its Affiliates, who needs access to the Relevant Information and who is not a Bound Person, the knowledge of this Policy and the signing of the Adhesion Agreement before giving him access to the Relevant Information; and
- f) Require a third party external to the Company who needs to have access to the Relevant Information the written assumption of the duty to keep it confidential, in a document in which the nature of the information must be specified and a statement that the third party acknowledges its confidential nature, undertaking not to disclose it and not to negotiate with Securities prior to the disclosure of the information to the market.

#### **Except to the disclosure**

- 6.6. As a general rule, a material act or fact must be immediately notified and disclosed. In any case, failing to communicate and disseminate Material act or fact is an exceptionality and shall be subject to review if it jeopardizes the legitimate interest of ENEVA.



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- 6.7. Even if Managers or Controlling Shareholders decide not to disclose a Material Act or Fact, their duty is to immediately disclose said Material Act or Fact either directly or through the Investor Relations Officer if the news or information is beyond control or there is an atypical fluctuation in share prices or trading volumes.
- 6.8. If the Controlling Shareholders or Officers decide to keep Material Acts or Facts confidential they may exceptionally submit their decision to the CVM if they believe that disclosure would cause clear and present risk for the ENEVA's legitimate interests.

## **7. GUIDELINES FOR TRADING SECURITIES**

### **Periods of Lock up**

- 7.1. Prior to the disclosure of materially relevant information to the market, the Negotiation of Securities is prohibited:
  - i. by PERSONS SUBJECT TO THIS POLICY
  - ii. Whoever is aware of relevant information and knows this is information not disclosed to the market yet, especially those who have commercial, professional or trust relation with the ENEVA, such as independent auditors, security analysts, advisors and institutions part of the distribution system; those are liable to verify the information disclosure before trading with the securities;
  - iii. by Managers who leave ENEVA's management before the public disclosure of business or fact which began during their management period and whose prohibition shall extend for six months after their withdrawal.
  - iv. if there is an intention to arrange for an incorporation, total or partial spin-off, merger, or corporate transformation or reorganization involving ENEVA; and
  - v. regarding the Controlling Shareholders and Managers, whenever they a purchase or sale of shares issued by the ENEVA is being performed by ENEVA itself, Subsidiaries, Affiliated Companies or other Corporate under common control, or when an option or power-of-attorney is granted for such purposes.
- 7.2. Should any agreement have been entered into aiming at the transfer of the related share control, or any option or mandate has been granted for the same purpose, as



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well as if there is the intention of promoting incorporation, total or partial spin-off, merger transformation or corporate reorganization, and as long as the operation has not become public through the publication of material fact, our Board of Directors cannot deliberate the acquisition or disposal of our shares.

- 7.3. The prohibition of trading Securities in the event provided in item 7.1 above does not apply to the acquisition of shares held in treasury, through private trading, due to the exercise of purchase option pursuant to the call option plan for shares issued by the Company approved at a shareholders' meeting, or when it is regarding grant of shares to managers, employees or service providers as part of a compensation previously approved at a shareholders' meeting.
- 7.4. Notwithstanding any notice or prior notice of the Investor relations officer, the Subject Persons shall abstain from trading the Securities in all periods in which there is a non-negotiation determination provided for in the applicable legislation and regulations, including in the period of fifteen (15) days prior to disclosure, or publication where appropriate:
  - i. of the quarterly information forms (ITRs) of ENEVA; or
  - ii. of the annual financial statements and the standardized financial statements form (DFP) of ENEVA.
- 7.4.1. The Investor relations officer shall previously make available to the Subject Persons the disclosure or publication dates indicated in item 7.4 above.
- 7.5. The Subject Persons shall also abstain from trading Securities in all periods determined by the communication from the Investor relations officer ("Blackout Periods").
  - 7.5.1. The Investor relations officer shall promptly report any restrictions to the Negotiation of Securities during the Blackout Periods.
  - 7.5.2. The Investor Relations Officer is not obliged to justify a decision to issue a Black-Out Period notification, which shall be treated confidentially by addressees.
  - 7.5.3. The Investor Relations Officer may retain the black-out period established in item 7.5 above even after disclosure of Material Information, whenever, at their discretion,



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trading in Securities issued by the Company or its derivatives could harm the ENEVA or its shareholders.

- 7.6. Except for an eventual amendment in the applicable regulations and/or the establishment of a new understanding by CVM and/or B3, this Policy shall be fully applied to loan operations of the shares issued by the ENEVA, by the Persons Covered and shall be duly registered before the Titles Bank- BTC thru an electronic system supplied by B3, and according to B3's procedures. However, all the shares loan operations carried out outside Titles Bank- BTC shall be forbidden, except if otherwise expressly authorized by the Investor Relations Officer.

#### **Authorized Negotiation**

- 7.7. Subject to the prohibition periods, the Subject Persons may negotiate with the Securities. It is recommended that the Securities acquired be held for at least six months.
- 7.8. Even out of the Blackout Periods, the Subject Persons may not:
- i. negotiate Securities, at any time, if they hold Relevant Information;
  - ii. negotiate Securities options or engage in any other derivative transactions related to the Securities.

#### **Individual Investment Plans**

- 7.9. The Company does not receive or formalize Individual Plan of Investment.

### **8. COMMUNICATION ON NEGOTIATION OF CONTROLLERS AND ADMINISTRATORS**

- 8.1. Under the terms of CVM Instruction 358 and New Market Bylaws, Persons bound shall communicate to the Investor relations officer of ENEVA the ownership and negotiations with Securities issued by ENEVA, or issued by its Controlled companies or Controlling Companies which are publicly-held companies, of your property, as well as the Related Persons.



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- 8.2. The communication referred to in item 8.1 above shall cover negotiations with Derivatives or any other Securities referenced in the Securities issued by the Company or issued by its Controlling Companies or its Controlled companies that are publicly-held companies.
- 8.3. The communication described above must be made through "Statement of Ownership and Negotiations Made", according to the form in Exhibit II B:
  - a) within 5 (five) days after the completion of each business, changing the positions held;
  - b) on the first business day after the entry in the office, in the case of the Persons bound.
- 8.4. Persons bound must also communicate to the Investor relations officer of ENEVA about any change in the list of Related Persons, such as names, registration number in the National Register of Legal Entities or in the Register of Individuals, up to 15 (fifteen) days after the date of the change.
- 8.5. The Investor relations officer of ENEVA shall send to the CVM, B3 and Exchanges and markets the information received from the Controlling Shareholder and Persons bound, individually and consolidated by body (Management, Fiscal Council and Bodies with Technical or Consulting Functions), as well as the information on ownership and individual negotiations carried out by ENEVA itself and its Controlled companies and Affiliates.
  - 8.5.1. When dealing with the Controlling Shareholder and the Administrators, the above mentioned information must be sent every month.
- 8.6. Under Novo Mercado regulations, the Controlling Shareholders and their Connected Persons are required to notify the Investor Relations officer of the quantity and characteristics of shares they are directly or indirectly holding, as well as derivatives related to them, through the "Statement of Ownership and Negotiations Made" of this Policy, even if there is no change in their stockholder position.



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- 8.7. The Investor relations officer of ENEVA shall send to B3 the information received, individually and in a consolidated manner, within a period of up to ten (10) days after the end of each month.

## **9. COMMUNICATION ON ACQUISITION OR DISPOSAL OF MATERIAL SHAREHOLDING INTEREST**

- 9.1. Under the terms of CVM Instruction 358, the Controlling Shareholder, the shareholders who elect members of the Board of Directors or the Fiscal Council of ENEVA, the Persons bound, as well as any natural or legal person or group of persons, acting jointly or representing the same interest shall notify the Investor relations officer of ENEVA of the performance of any Relevant Negotiation, immediately after the participation levels provided for in the applicable regulations have been exceeded, up or down.
- 9.1.1. The communication should be made through "Statement of Relevant Negotiation", according to the form in Exhibit III of this Policy.
- 9.1.2. The obligations set forth in item 9.1 also extend:
- i. to the acquisition of any rights over the shares and other Securities mentioned in article 12, §3 of CVM Instruction 358; and
  - ii. to the conclusion of any derivative financial instruments referenced in shares referred to in the item above, even though there is no physical liquidation forecast, and the Relevant Negotiation framework should be verified according to the rules set forth in the applicable regulation.
- 9.1.3. Whenever the acquisition results in, or aims to change the composition of the Company's control or the Company's administrative structure, or when the acquisition generates the obligation to execute public offering, as per the applicable regulation, the purchaser shall still disclose, at least thru the usual channels used by ENEVA, the information foreseen in "Statement of Relevant Negotiation".
- 9.1.4. The Investor relations officer of ENEVA is responsible for transmitting this information, as soon as it is received, to the CVM, to B3 and, if applicable, to the other Exchanges and markets.



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## **10. GENERAL PROVISIONS**

- 10.1. The prohibitions and obligations set forth in this Policy apply both to trading carried out at stock market or over the counter market, organized or not, and to trading carried out without the intermediation by an institution comprising the distribution system; and
- 10.2. The prohibitions and obligations of communication also extend to the negotiations carried out directly or indirectly by the Subject Persons, including in the cases in which these negotiations are given through:
- i. partnership by them directly or indirectly controlled; or
  - ii. third parties with whom a management agreement, trust ("trust") agreement or investments portfolio management in financial assets is maintained.
- 10.2.1. Indirect negotiations are not considered those carried out by investment funds of which the Subject Persons or the Related Persons are quotaholders, provided that:
- i. such funds are not exclusive; and
  - ii. The trading decisions of the fund administrator or manager may not be influenced by its shareholders.
- 10.3. The Subject Persons referred to in items 2.1(b) to (g) shall sign the respective Adhesion Agreement to this Policy, which shall be filed at ENEVA's headquarters as long as the person maintains a bond with it, and for a period of 5 (five) years, at the very least, after its termination.
- 10.3.1. The Company shall maintain, in its head office, the list of persons who executed the Adhesion Instrument, containing the respective qualifications, position or task, address and enrollment number with the National Registry of Legal Entities (CNPJ) or the Individuals Taxpayers' Registry (CPF), both issued by the Ministry of Finance.





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- 10.3.2. Whenever there is any alteration to registration data, the person who signed the Statement of Adhesion shall immediately report this alteration to the ENEVA, so that it may proceed to make the required updates.
- 10.4. The Investor relations officer of ENEVA is responsible for the implementation and monitoring of this Policy and other aspects indicated in the applicable regulations, in particular in CVM Instruction 358 and New Market Bylaws.
- 10.4.1. Doubts about the provisions of this Policy, the applicable regulations issued by the CVM and/or the need to disclose certain information to the public should be clarified in conjunction with Company's investor relations department submitted to the Company's Investor relations officer .
- 10.5. The Board of Directors of ENEVA is responsible for approving amendments to this Policy, whenever this body deems it necessary and/or as a result of regulatory changes. The policy cannot be amended when there is any pending material fact.

## **11. REFERENCES**

- Law no. 6.404, December 15th, 1976, as amended ("Brazilian Corporate Law")
- CVM Instruction nº 358, January 3rd, 2002, as amended ("CVM Instruction 358")
- New Market Bylaws da B3 S.A. – Brasil, Bolsa, Balcão, September 5th, 2017, as amended ("New Market Bylaws")
- ENEVA's By-laws
- ENEVA's Code of Conduct

## **12. EXHIBITS**

- Exhibit I - Instrument of commitment Policy for disclosure of material acts or facts and trading of securities
- Exhibit II – Declaration of Ownership and Trading conducted
  - A. Individual Form Negotiation of Company, Controlled companies, Affiliates and of Controlling Shareholder
  - B. Individual Form Negotiation of Administrators, Related Persons and of Controlling Shareholder



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C. Consolidated Form Negotiation of Administrators, Related Persons and of Controlling Shareholder

- Exhibit iii - Declaration of Material trade



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**REVIEW AND APPROVAL**

<b>Review</b>	<b>Date</b>	<b>Description of Updates</b>	
<b>0</b>	01/31/2019	Creation of document	
<b>Creation</b>		<b>Review</b>	<b>APPROVAL</b>
GRC, Legal and Investor relations		Eneva Board	Board of director

**KEY PUBLIC**

- Members of the board of directors
- Members of the advisory committees
- Officers (Statutory or otherwise)
- members of the Fiscal council
- Chief Auditor
- Governance risks area and compliance