

TERMS OF USE AND PRIVACY POLICY

AES Holdings Brasil S.A. and its affiliated companies (collectively referred to simply as “**AES**”) respects the fundamental rights of privacy and freedom of the data of the individual subject (individually “**USER**”) that directly or indirectly accesses and uses its websites and services and, therefore, establishes the present Terms of Use and Privacy Policy (“**Document**”), which determines the terms and conditions applicable to the access and use of the websites and services of **AES** (“**General Conditions**”).

The **USER** who intends to access or use the websites and/or services of **AES**, and, to that end, will provide personal data and information (“**Personal data**”), shall agree with the **General conditions** set out below, and it is certain that the consent of the **Document** by the **USER** is absolutely indispensable.

Before registering, access and/or use the company's websites or services **AES**, the **USER** shall read, make sure to understand and accept all the **General Conditions**, since all terms and conditions established in this **Document** are important and together, they form a legal instrument that, once accepted by the **USER**, will be applied to the same.

ACCEPTANCE

1st Clause. The **USER** declares to be aware that, when reading and accepting the **General Conditions**, will fully submit to the terms and conditions set forth in this **Document**, being certain that the **USER** will be communicated in advance of any changes, as provided for in Clause 6 of this **Document**.

SOLE PARAGRAPH. This **Document** stipulates the terms and conditions for the access and use of the websites and services of **AES** applicable to any and all natural or legal persons who directly or indirectly access and use the aforementioned websites and services in some way, here considered as “**USERS**”.

CONSENT

2nd Clause. When registering, accessing and/or using the services or website of **AES**, the **USER** freely, spontaneously and expressly consents to the collection, processing and use of their Personal Data in accordance with this **Document**. If **USER** does not agree with the **General Conditions** established in this **Document**, the **USER** shall not



register, access and/or use, in any way, the websites or services of **AES**.

THE USE OF INFORMATION COLLECTED BY AES

3rd Clause. **AES** is the provider of the website and hosted under the domain <https://ri.aesbrasil.com.br/> and is limited to offering a virtual environment where **USERS** can register their Personal Data in order to receive information published on the AES website, disclosure on the calendar of periodicals results and invitations to events held virtually or in person.

FIRST PARAGRAPH. By accepting this **Document**, the **USER** is aware and accepts that **AES** also use their Personal Data to offer new services, conduct research, inform about new projects of **AES** and use them for interaction between **AES** and the **USER**.

SECOND PARAGRAPH. **AES** may also use Personal Data and share them with its contracted third parties who perform functions on behalf of **AES** and under the instructions of **AES**, for example, to perform analysis and help with customer support.

THIRD PARAGRAPH. **AES** may also disclose the Personal Data of the **USER** if such action is necessary to comply with applicable law, to respond to requests from public authorities, including to meet national security or law enforcement requirements, or to guarantee **AES** rights in accordance with this **Document**.

FOURTH PARAGRAPH. For the purposes of research and development of new websites and new services from **AES**, is authorized by **USER** the use of their Personal Data for the purpose of developing, testing and improving websites and services of **AES**, including research and survey, and tests solving problems related to new products, websites and resources.

INFORMATION COLLECTED

4th Clause. **AES** will collect certain Personal Data, provided by the **USER**, which contacting it, registering/accessing/using its website and/or using its services, including, but not limited to, information that would allow someone to identify or contact the **USER**, such as name or company name, email and investor profile. Sensitive personal data, such as sexual orientation, religious beliefs, age, etc., will not be collected.

FIRST PARAGRAPH. **AES** collects information and data through the *Landing Page*, through which a link will be made available containing a form to be answered and completed by the **USER**.

SECOND PARAGRAPH. When registering, accessing, using the website and/or

services of **AES**, the **USER** expressly authorizes **AES** to collect, analyze and retain Personal Data related to the provision of the aforementioned websites and services under the terms of this **Document**.

PRIVACY

5th Clause. The **USER** is aware that the Personal Data provided by them, when registering, accessing, visiting or using the website or services provided by **AES**, will be stored in a database with a high degree of security and restricted access for a period of five (05) years. Despite all the security measures adopted by the **AES**, the **USER** declares that knows that we cannot completely eliminate the security risks associated with information and errors.

FIRST PARAGRAPH. **AES** may keep the Personal Data of the **USER**:

- a) while the registration of the **USER** is active;
- b) as necessary to (i) provide access to the websites or services to the **USER**; (ii) comply with its contractual obligations, (iii) to comply with its legal and regulatory obligations, or (iv) resolve disputes; and/or
- c) as long as it is necessary for the fulfillment of the purposes for which the Personal Data was collected, as informed in Clause 3 of this **Document**.

SECOND PARAGRAPH. For revocation of consent regarding any Personal Data, the **USER** shall forward their request to the following email: comitelgpd@aes.com.

THIRD PARAGRAPH. With respect to the fundamental privacy rights of **USERS**, **AES** undertakes not to sell, share, disclose, rent, assign, lend or in any way provide third parties with the personal data provided by the **USER**, also committing itself not to share the database with other people, companies, institutions or associations, with the exception of partner companies of **AES** that are directly related to the purposes described in Clause 3 of this **Document**, authorizing the **USER**, freely, spontaneously and expressly, that **AES** share said database with your partners and in accordance with this **Document**.

FINAL PROVISIONS

6th Clause. In the event of changes to this **Document**, the **USER** will be communicated on your next login to provide their new acceptance.

7th Clause. In case of doubt, the **USER** may contact AES by email comitelgpd@aes.com.

8th Clause. The Personal Data collected may be used by AES, that is, AES Brasil Energia S.A. and its affiliated companies, to provide an innovative, relevant, consistent

and secure experience on all of the company's websites and **AES** services that the **USER** uses or will use.

GENERAL DATA PROTECTION LAW

9th Clause. According to the General Data Protection Law, the **USER** will have the right to request: access, rectification and deletion of their Personal Data, restriction of processing Personal Data, oppose certain processing of Personal Data and the right to portability of Personal Data. To exercise the rights described below, contact us by email comitelgpd@aes.com:

- i. Confirmation and Access Right: it is the right of the **USER** to obtain confirmation that the Personal Data concerning them are or are not subject to treatment and, if that is the case, the right to access their Personal Data;
- ii. Rectification Right: it is the right of the **USER** to request, without undue delay, the rectification of inaccurate Personal Data concerning them;
- iii. Data Deletion Right: it is the right of the **USER** having their Personal Data deleted from the database;
- iv. Limitation of Data Processing Right: it is the right of the **USER** to limit, through formal and written request, the processing of their Personal Data;
- v. Opposition Right: it is the right of the **USER** to oppose any use of their Personal Data at any time, for example, cancellation of newsletter, opposition to advertisements, etc.; and
- vi. Portability Right: it is the right of the **USER** to request the portability of Personal Data from another service provider or website provider, upon express request, in accordance with the regulations of the national authority, with due regard for commercial and industrial secrets.

COURT AND JURISDICTION

10th Clause. This **Document** will be governed and interpreted according to the Brazilian legislation, in the Portuguese language, being elected the Court of the District of São Paulo, State of São Paulo to settle any litigation or controversy involving the present **Document**, however privileged another court may be.