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**MATERIAL INFORMATION DISCLOSURE POLICY**

**AND**

**POLICY FOR TRADING  
SECURITIES ISSUED**

**BY**

**OMEGA ENERGIA S.A.,**  
CNPJ/ME (Corporate Taxpayer ID) No. 42.500.384/0001-51/NIRE (Company  
Registration ID) 35300571851  
City of São Paulo, State of São Paulo, at Rua Elvira Ferraz, nº 68, 12º andar,  
Conjuntos nº 123 e 124, Vila Olímpia, CEP 04.554-040

## 1 - GENERAL STANDARDS

### 1.1 Introduction and General Principles

1.1.1 The Company is committed to the good corporate governance practices of the Novo Mercado segment of B3 S.A. – Brasil, Bolsa, Balcão, and is concerned with ensuring high standards of transparency and equal treatment towards investors and the capital market at large.

1.1.2 This document establishes the Disclosure Policy and Trading Policy of Omega Energia S.A. ("Company"), prepared in compliance with CVM Resolution No. 44, dated August 23, 2021 ("CVM Resolution No. 44/21").

1.1.3 The Disclosure Policy and Trading Policy were approved by the Company's Board of Directors on September 24, 2021, and are based on the following basic principles:

- (a) compliance with specific laws, CVM regulations, and other domestic and foreign regulatory agencies to which the Company is subject;
- (b) adherence to best investor relations practices; and
- (c) transparency and equal treatment towards investors and the capital market at large.

1.1.4 Knowledge and strict compliance with the Disclosure Policy and Trading Policy are mandatory for all Bound Persons. Any questions about the provisions of the Disclosure Policy and Trading Policy, the regulations applicable by CVM or other domestic and foreign regulatory agencies to which the Company is subject, and/or about the need to disclose or not certain information to the public should be clarified with the Investor Relations Officer.

1.1.5 The Investor Relations Officer may require that, in addition to the persons specified in the CVM regulations, other persons who fit the definition of Bound Persons formally adhere to the Disclosure Policy and Trading Policy, by signing an Instrument of Adhesion to the Disclosure Policy and Trading Policy, pursuant to the template in Annex I.

### 1.2 Definitions

1.2.1 In the application and interpretation of the terms and conditions set out in the Disclosure Policy and Trading Policy, the terms listed below shall have the following meanings:

<b>“Controlling Shareholders”</b>	Shareholder or group of shareholders bound by a shareholders’ agreement or under joint control that exercises the power to control the Company, under the terms of the Brazilian Corporations Act.
<b>“Managers”</b>	Officers and members of the Board of Directors of the Company.
<b>“Material Act of Fact”</b>	Any decision of the Controlling Shareholder, resolution of the Shareholders’ Meeting or of the management bodies of the Company or any other act or fact of a political/administrative, technical, business or economic/financial nature occurred or pertaining to the Company’s business, which may significantly impact (i) the value of Securities; (ii) investors’ decision to buy, sell, or hold the Securities; or (iii) the investors’ decision to exercise any rights inherent to the condition of holders of Securities.
<b>“B3”</b>	B3. S.A. - Brasil, Bolsa, Balcão.
<b>“Company”</b>	Omega Energia S.A.
<b>“Fiscal Committee Members”</b>	Full members of the Company’s fiscal committee.
<b>“Accredited Brokers”</b>	Securities brokers accredited by the Company for trading its securities on behalf of the persons that are subject to this document.
<b>“CVM”</b>	Securities and Exchange Commission.
<b>“Investor Relations Officer”</b>	Company officer in charge of providing information to the investing public, CVM, and the Market Management Organizations, among other duties provided for in regulations issued by CVM, as well as managing and inspecting the application of Disclosure Policy and Trading Policy.

<b>“Market Management Organizations”</b>	Stock exchanges or OTC markets where the Company has Securities admitted to trading, in Brazil or abroad.
<b>“Insider Information”</b>	Any Material Act or Fact that has not yet been disclosed to the investing public.
<b>“Agencies with Technical or Advisory Assignments”</b>	Company bodies created by their Articles of Incorporation, with technical assignments or intended to advise its Managers.
<b>“Related Persons”</b>	It means, when it comes to a Bound Person, as applicable: (i) spouse from whom they are not legally or extrajudicially separated, (ii) partner, (iii) any dependent included in their annual income tax return and (iv) companies directly or indirectly controlled by the Bound Person.
<b>“Bound Persons”</b>	(i) the Company; (ii) its direct and indirect Controlling Shareholders; (iii) the Managers; (iv) the Fiscal Committee Members; (v) members of any agencies with technical or advisory assignments created by provision in the Articles; and (vi) anyone who may be aware of Insider Information, including those who have a commercial, professional, or trusting relationship with the Company.
<b>“Disclosure Policy”</b>	Material Information Disclosure Policy.
<b>“Trading Policy”</b>	Policy for Trading Securities issued by the Company.
<b>“CVM Resolution No. 44/21”</b>	It means CVM Resolution No. 44, dated August 23, 2021.
<b>“Affiliated Companies”</b>	Pursuant to Article 243, Paragraph 1, Law 6404/76, companies over which the Company has significant influence.
<b>“Subsidiaries”</b>	Companies in which the Company, directly or through other subsidiaries, is the holder of partner’s rights that assure it the power of control.

**“Instrument of Adhesion”**

It means the formal instrument, the template of which is part of the Disclosure and Trading Policy as Annex I, to be executed by the Bound Persons, under the terms of Article 17, Paragraph 1, of CVM Resolution No. 44. The Instrument of Adhesion is the instrument capable of evidencing the signatory’s formal adherence to the rules in the Disclosure and Trading Policy, undertaking the obligation to fulfill it and to ensure that the rules therein are fulfilled by people under their influence, including Related Persons’ companies controlled, affiliated or under joint control, or spouse from whom they are not judicially or extrajudicially separated.

**“Securities”**

Any shares, debentures, subscription warrants, receipts (including those issued outside Brazil backed by shares) and subscription rights, promissory notes, call or put options, indexes, derivatives of any kind, or any other securities or collective investment agreements issued by the Company, or referenced to them, which by legal determination, are considered a security.

## 2 MATERIAL INFORMATION DISCLOSURE POLICY

### 2.1 Purpose and Scope

2.1.1 The main purposes of this Disclosure Policy are to establish and detail the standards and guidelines to be abided by the Bound Persons with regard to the use and disclosure of information that is considered Material Acts or Facts, and to maintain the confidentiality of Insider Information.

2.1.2 This Disclosure Policy is applicable and should be abided by Bound Persons. Bound Persons should formally adhere to this Disclosure Policy by executing the Instrument of Adhesion. The Instrument of Adhesion shall remain filed at the Company's registered office while the Bound Persons maintain a relationship with the Company and, also, for at least five (5) years after their termination.

### 2.2 Disclosure of Material Facts

2.2.1 The Investor Relations Officer shall be responsible for ensuring that the Material Acts or Facts are disclosed to the market according to applicable laws and this Disclosure Policy, in a clear and precise fashion, in language accessible to the investing public, as well as for ensuring their wide and immediate dissemination, simultaneously in all markets where the securities issued by the Company are traded.

2.2.2 The communication of Material Acts or Facts to CVM and Market Management Organizations should be performed immediately, by means of a written document, describing in adequate detail the acts and/or facts that took place, while specifying the amounts involved and other clarifications, accordingly.

2.2.3 When disclosing a Material Act or Fact, the Company's interest should be considered, and the name of the counterparty and the location of the asset may be omitted, among other information, provided that such omission does not compromise the intelligibility and clarity of information.

2.2.4 The disclosure of Material Acts or Facts will occur through: (i) the news portal <https://www.portalneo1.net/>, which provides, in a section available for free access, the information in its entirety; (ii) the IPE system; and (iii) the Investor Relations website: <https://www.omegaenergia.com.br/investidores>.

2.2.5 The Company may create an online system for disclosing information to investors, sending Material Acts or Facts by means of electronic mail (email) to persons registered in a database created for this purpose. Such disclosure system will not replace the other means of disclosing information provided for in this Disclosure Policy and in applicable laws.

2.2.6 Whenever possible, the disclosure of any Material Act or Fact will occur before the opening or after the closing of business of Market Management Organizations, provided that, in the event of simultaneous trading in more than one Market Management Organization in different countries, the opening hours of the Brazilian market shall prevail.

2.2.7 Whenever a Material Act or Fact is published on any media, including information to the press or at meetings of class entities, investors, analysts, or selected public, in Brazil or abroad, the Material Act or Fact should be simultaneously disclosed to CVM, Market Management Organizations, and investors in general.

2.2.8 Bound Persons who are aware of any Material Information should immediately communicate it in writing to the Investor Relations Officer so that they, in turn, can take the necessary measures to disclose the information, under the terms of the law and this Disclosure Policy, without prejudice to additional measures required by regulation.

### 2.3 Exception to Immediate Disclosure

2.3.1 The Investor Relations Officer may refrain from disclosing a Material Act or Fact if they understand that the disclosure will put the Company's legitimate interests at risk, and should disclose it immediately if the information is no longer under their control or there is an unusual fluctuation in the price or quantity traded of Securities.

2.3.2 The Investor Relations Officer may request the CVM to keep the information confidential, and the request to CVM should occur through a sealed envelope, with "CONFIDENTIAL" inscribed on it, addressed to the Superintendent's Office of Corporate Relations – SEP – of CVM.

2.3.3 If CVM decides to disclose the Material Act or Fact, the Investor Relations Officer should immediately report it to Market Management

Organizations, and disclose it pursuant to CVM Resolution No. 44/21, in addition to disclosing it pursuant to item 2.2.4 above.

2.3.4 The Controlling Shareholders and Managers are required to, directly or through the Investor Relations Officer, immediately disclose the Material Information, in the event that the information is no longer under their control or in the event of an atypical fluctuation in the price or quantity traded of the Securities issued by the Company.

## 2.4 Investor Relations Officer's Responsibilities

2.4.1 The Investor Relations Officer shall:

- a) disclose and communicate to CVM and Market Management Organizations any Material Act or Fact pertaining to the Company's business immediately after they become aware of and analyze it, under the terms of the applicable standards;
- b) ensure the wide, immediate, and simultaneous disclosure of the Material Act or Fact, whenever possible, to the Market Management Organizations, as well as to the investing public in general;
- c) supply CVM and/or Market Management Organizations, when requested, with clarifications on the disclosure of a Material Act or Fact;
- d) in the event of questioning by CVM and/or Market Management Organizations, or if there is an unusual fluctuation in the price or quantity traded of the Securities, question the Bound Persons and those with access to Material Acts or Facts, where applicable, with the purpose of ascertaining whether they are aware of information that should be disclosed to the market;
- e) abiding by the provisions of this Disclosure Policy, review and decide on the characterization of a fact or act as a Material Act or Fact, and be involved in the decision-making process concerning the convenience or not of its immediate disclosure to the market;
- f) convey to CVM and Market Management Organizations the information provided by the Bound Persons, as applicable, pursuant

to item 2.5.4 f) below;

- g) communicate to CVM and Market Management Organizations, as applicable, the information required under the applicable standards and regulations pertaining to the ownership and trading in Securities of the Company, its Subsidiaries, and Affiliates;
- h) assess the need to request, always simultaneously, from the Market Management Organizations, the suspension of the trading of Securities, for the time necessary for the appropriate dissemination of the Material Information, if it is imperative that the disclosure of a Material Act or Fact occurs during trading hours; and
- i) manage and enforce this Disclosure Policy and sort out doubts relating to the application and interpretation of this Disclosure Policy.

## 2.5 Duty of Confidentiality and Other Duties of Bound Persons

2.5.1 Bound Persons should keep Insider Information confidential, to which they have access owing to their position or title, until it is disclosed to the public, as well as ensure that their subordinates and trusted third parties do so as well.

2.5.2 Bound Persons should not discuss Insider Information in public spaces.

2.5.3 Insider Information may only be discussed with those who need to know it.

2.5.4 Bound Persons should also:

- a) promptly notify the Investor Relations Officer of any Material Act or Fact of which they are aware;
- b) if they have personal knowledge of a Material Act or Fact, whenever they find the Investor Relations Officer's omission in fulfilling their duty to disclose the respective Material Act or Fact, immediately communicate such Material Act or Fact to CVM;
- c) keep confidential any Insider Information to which they have access owing to their position or title, until its disclosure to the market, and ensure that their subordinates and entrusted third parties do so as

well, responding jointly with them in the event of noncompliance;

- d) not to use Insider Information to obtain, directly or indirectly, for themselves or for third parties, any advantages, including through the purchase or sale of Securities;
- e) if inadvertently or without authorization, personally or through third party, communicate in any way Insider Information to persons not bound by this Disclosure Policy nor subject to a duty of secrecy, inform such act immediately to the Investor Relations Officer so that they take the measures deemed appropriate;
- f) in the case of Controlling Shareholders, Managers, Fiscal Committee Members, and members of Agencies with Technical or Advisory Assignments, provide, within the applicable deadlines and terms, the information required under the applicable standards and regulations on the ownership and trading of Securities, with respect to them and their Related Persons, where applicable; and
- g) immediately notify the Investor Relations Officer of any breaches of this Disclosure Policy of which they become aware.

## 2.6 Disclosure of Projections and Estimates

2.6.1 The Company may adopt the practice of disclosing projections and estimates to the market, pointing out expectations of future performance (guidance).

2.6.2 In the event of disclosure of projections and estimates, these should be reasonable, based on rational expectations, grounded on unbiased and useful judgments for investors, stating the relevant amounts (or range of amounts), and set terms.

2.6.3 Pursuant to applicable regulations, projections, and estimates, when disclosed, the information shall be:

- a) deemed Material Information, subject to the determinations of CVM Resolution No. 44, of this Disclosure Policy and other applicable rules;
- b) included in the Company's reference form, provided that, if modified,

the Company should disclose that it has made changes in the appropriate field of the reference form, in compliance with the applicable regulations;

- c) identified as hypothetical data that does not constitute a promise of performance; and
- d) accompanied by the relevant assumptions, parameters, and methodology adopted.

2.6.4 Projections and estimates, when disclosed, should be reviewed from time to time, at an appropriate time interval for the goal of the projection, which, under no circumstances, will exceed one (1) year. In keeping with the applicable rules, the Company shall compare, on a quarterly basis, in the appropriate field of the quarterly financial information and standardized financial statements, the projections disclosed in the reference form and the results actually obtained in the quarter, stating the reasons for any differences.

2.6.5 Whenever the assumptions for projections and estimates are provided by a third party, the sources should be cited.

2.6.6 The projections should be accompanied by the usual reservations stating that they are forecasts subject to risks and uncertainties, having been made based on the beliefs and assumptions of the Company's management, in accordance with the information available to the market at that time.

## 2.7 Duty to Indemnify

2.7.1 The Bound Persons liable for noncompliance with any provision in this Disclosure Policy and the applicable laws undertake to reimburse the Company and/or the other Bound Persons, in full and without limitation, for all losses that the Company and/or the other Bound Persons may incur and that are a direct or indirect result of such noncompliance.

## 2.8 Miscellaneous

2.8.1 This Disclosure Policy will be governed in all its terms, as well as in omitted cases, by CVM Resolution No. 44/21, as amended from time to time, and other applicable standards and regulations.

2.8.2 This Disclosure Policy may be amended, whenever necessary, by resolution of the majority of the members of the Board of Directors present at the meeting that resolves on the matter.

2.8.3 In the event of a conflict between the provisions of this Disclosure Policy and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail, and in the event of a conflict between the provisions of this Disclosure Policy and the applicable laws, the provisions of the applicable laws shall prevail.

2.8.4 If any provision of this Disclosure Policy is found to be invalid, illegal, or ineffective, that provision will be limited, as far as possible, so that the validity, legality, and effectiveness of the remaining provisions of this Disclosure Policy are not affected or impaired.

2.8.5 This Disclosure Policy comes into force on the date of its approval by the Board of Directors and will be disclosed as provided for in the applicable laws and regulations.

### 3 – SECURITY TRADING POLICY

#### 3.1 Purpose and Scope

3.1.1 The purpose of this Trading Policy is to prevent and punish the use of Insider Information for the benefit of Bound Persons in trading Securities and to set out the guidelines that will govern, in an orderly manner and within the limits established by law, the trading of such Securities, pursuant to CVM Resolution No. 44/21, and the Company's own internal policies.

3.1.2 Such rules also seek to curb the practice of insider trading (misuse of Insider Information for one's own benefit or that of third party) and tipping (Insider Information tips for third parties so they can benefit from them), thus preserving transparency in Securities trading.

3.1.3 The rules of this Trading Policy define periods in which the Bound Persons should refrain from trading in Securities, in order to avoid questioning regarding the improper use of Material Information not disclosed to the public.

3.1.4 The rules of this Trading Policy apply to trading carried out inside or outside regulated securities market environments.

3.1.5 In addition to trading by Bound Persons, the rules of this Trading Policy also apply to cases in which trading is carried out for their own direct and/or indirect benefit, through the use, for instance, of:

- a) a company directly or indirectly controlled by them;
- b) a third party with which a management, trust, portfolio management contract is maintained;
- c) attorneys-in-fact or agents; and/or
- d) spouses from whom they are not legally separated, partners, and any dependents included on their annual income tax return.

3.1.6 The restrictions in this Trading Policy do not apply to trading carried out by investment funds of which the Bound Persons are shareholders, provided that the trading decisions cannot be influenced by the shareholders, such influence being presumed, in the case of exclusive fund, subject to the

exceptions in CVM Resolution No. 44/21.

### 3.2 Trading Through Accredited Brokers

3.2.1 In order to ensure adequate trading standards for Securities, all trading by Bound Persons will only be carried out with the intermediation of Accredited Brokers.

3.2.2 Accredited Brokerage Firms will be instructed in writing by the Investor Relations Officer not to register operations of Bound Persons in breach of the prohibitions to trading below.

### 3.3 Trade Prohibitions

3.3.1 The use of Insider Information, by any person who has had access to it, with a view to obtaining an advantage, for themselves or for others, through the negotiation of Securities is prohibited.

3.3.2 For the purposes of item 3.3.1 above, it is assumed, pursuant to CVM Resolution No. 44/21 that:

- a) the person who traded securities having undisclosed material information made use of such information in said trading;
- b) Direct or indirect Controlling Shareholders, Managers, Fiscal Committee Members, and the Company itself, in regard to trading with Securities, has access to all Insider Information;
- c) the persons listed in item (b) above, as well as those who have a commercial, professional, or trusting relationship with the company, having had access to undisclosed material information, know that it is Insider Information;
- d) managers who leave the Company with Privileged Information make use of such information if they trade Securities within a period of three (3) months from their termination;
- e) information about mergers, total or partial spin-offs, consolidations, conversions, or any form of corporate reorganization or business combination, change in control of the company, including through the execution, amendment, or termination of a shareholders'

agreement, decision to cancel the registration of the publicly-held company or change in the environment or trading segment of the shares issued by it are considered material as of the time in which assessments or reviews on any of those matters start; and

- f) information about filing for court-supervised or out-of-court reorganization and bankruptcy made by the company itself is deemed material information as of the time in which assessments or reviews on a such filing starts.

3.3.3 The assumptions provided for in item 3.3.2 do not apply:

- a) to cases of purchase, through private negotiation, of shares held in treasury, resulting from the exercise of a purchase option pursuant to the stock option plan approved at a shareholders' meeting, or when it is a matter of granting shares to managers, employees or service providers as part of compensation previously approved at a shareholders' meeting; and
- b) to trading involving fixed income securities, when carried out through operations with combined repurchase commitments by the seller and resale by the buyer, for settlement on a previously established date, prior to or equal to the maturity of the securities subject matter of the operation, carried out with profitability or parameters of previously established yield.

3.3.4 The prohibition referred to in item 3.3.1 does not apply to the subscription of new Securities, without prejudice to the application of the rules that provide for the disclosure of information within the context of the issuance and offering of these Securities.

3.3.5 The purchase of shares by Bound Persons is also prohibited on the dates on which the Company, its Subsidiaries, or Affiliated Companies (i) purchase Securities, based on a repurchase program approved by the Board of Directors; or (ii) sell Securities, provided that the Company should previously inform the Bound Persons of such dates.

3.3.6 In the period of fifteen (15) days prior to the date of disclosure of the quarterly accounting information and annual financial statements, the

Company, the Controlling Shareholders, the Managers, and Fiscal Committee Members are prohibited from carrying out any trading with Securities, regardless: (i) of the knowledge, by such persons, of the content of the quarterly accounting information and the annual financial statements of the company; and (ii) of the assessment regarding the existence of Insider Information or the intention relative to such trading.

3.3.7 The prohibition provided for in item 3.3.6 above will not apply when:

- a) fixed income securities, when carried out through operations with combined repurchase commitments by the seller and resale by the buyer, for settlement on a previously established date, before or on the same date of the maturity of the securities subject matter of the operation, carried out with previously established profitability or yield parameters;
- b) operations intended to fulfill obligations undertaken before the start of the prohibition period arising from securities loans, exercise of call or put options by third parties, and forward purchase and sale agreements;
- c) trading carried out by financial institutions and legal entities that are part of its business group, provided that they are carried out in the normal course of their business and within the parameters previously established in this Trading Policy.

#### 3.4 Determination of Blocking Periods

3.4.1 The Investor Relations Officer may, pending an undisclosed Material Act or Fact, send a communication informing the prohibition of trading the Securities, setting “Blocking Periods” for all or certain Bound Persons, accordingly. The communication will not necessarily inform the facts that gave rise to the block.

3.4.2 The targets of the prohibitions of trading issued by the Investor Relations Officer should refrain from trading the Securities over the entire established period, maintaining absolute confidentiality on such decisions and notices.

#### 3.5 Individual Trading Plans

3.5.1 Those potentially subject to the assumptions set forth in item 3.3.2 above may execute an individual trading plan ("Individual Trading Plan"), pursuant to CVM Resolution No. 44/21, which will be submitted to the Investor Relations Officer for review of its consistency with the provisions of this Trading Policy, which shall:

- a) be executed in writing;
- b) be verifiable, including with regard to its establishment and the accomplishment of any change in its content;
- c) establish, irrevocably and irreversibly, the dates or events and the amounts or quantities relative to the business to be carried out by the participants; and
- d) provide for a minimum period of three (3) months for the plan itself, any modifications, and cancellation to take effect.

3.5.2 The Individual Trading Plans will only be approved by the Company if their content prevents the use of Insider Information for particular benefit, directly or indirectly, and therefore should be prepared in such a way that the purchase or sale decision cannot be taken after the information, and the person holding the Individual Trading Plans shall refrain from exerting influence over the trading pending an undisclosed Material Act or Fact.

3.5.3 The Individual Trading Plans established by the persons referred to in item 3.3.6 may allow the trading of securities issued by the company in the period provided for therein, provided that, in addition to following the provisions above:

- a) the Company has approved a schedule defining specific dates for the disclosure of quarterly accounting information and annual financial statements; and
- b) establish that their participants should revert to the company any avoided losses or potential gains obtained in trading with securities issued by the company, resulting from any change in the dates of disclosure of the quarterly accounting information and annual financial statements, determined by reasonable and verifiable criteria defined by the plan itself.

3.5.4 In any case, Bound Persons are prohibited from: (i) keeping more than one Individual Trading Plan in force at the same time; and (ii) carry out any operations that render null or mitigate the economic effects of the operations to be determined by the Individual Investment Plan.

3.5.5 The Board of Directors shall check, at least every six months, the adherence of the negotiations carried out by the participants to the respective Individual Trading Plans formally executed by them before the Company.

3.5.6 The Company, through its direct or indirect Controlling Shareholders, Managers, Fiscal Committee Members, and members of any Agencies with Technical or Advisory Assignments may formally establish an Individual Trading Plan.

### 3.6 Loans from the Company's Securities

3.6.1 The Company and Bound Persons are prohibited from operating in the Securities loan market, either as lenders or borrowers.

### 3.7 Duty to Indemnify

3.7.1 The Bound Persons responsible for noncompliance with any provision in this Trading Policy undertake to reimburse the Company and/or other Bound Persons, in full and without limitation, for all losses that the Company and/or other Bound Persons may incur and that directly or indirectly stem from such noncompliance.

### 3.8 Miscellaneous

3.8.1 Any breach of the provisions of this Trading Policy will be subject to the legally applicable procedures and penalties, including the penalties provided for by law, in addition to liability for losses and damages caused to the Company and/or third parties.

3.8.2 Unauthorized disclosure of Privileged Information is harmful to the Company and is strictly prohibited.

3.8.3 Bound Persons, and those who may become Bound Persons hereafter, should sign an Instrument of Adhesion in accordance with Annex I.

3.8.4 The Company may establish periods of non-trading with Securities in

addition to those provided for in this Trading Policy, and should immediately notify the Bound Persons.

3.8.5 Any breaches of this Trading Policy found by the Bound Persons should be immediately reported to the Company's Investor Relations Officer.

3.8.6 This Trading Policy will be governed in all its terms, as well as in omitted cases, by CVM Resolution No. 44/21, as amended from time to time, and other applicable standards and regulations.

3.8.7 This Trading Policy may be amended, whenever necessary, by resolution of the majority of the members of the Board of Directors present at the meeting that resolves on the matter.

3.8.8 In the event of a conflict between the provisions of this Trading Policy and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail, and in the event of a conflict between the provisions of this Trading Policy and the applicable laws, the provisions of the applicable laws shall prevail.

3.8.9 If any provision of this Trading Policy is found to be invalid, illegal, or ineffective, this provision will be limited, as far as possible, so that the validity, legality, and effectiveness of the remaining provisions of this Trading Policy are not affected or impaired.

3.8.10 This Trading Policy enters into force on the date of its approval by the Board of Directors, and will be disclosed as provided for in the applicable laws and regulations.

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## Annex I

### MATERIAL INFORMATION DISCLOSURE POLICY AND POLICY FOR TRADING SECURITIES ISSUED BY OMEGA ENERGIA S.A.

#### INSTRUMENT OF ADHESION

I, [name and personal data], HEREBY REPRESENT that I have become aware of the terms and conditions of the Material Information Disclosure Policy and the Policy for Trading Securities Issued by Omega Energia S.A. ("Policies"), prepared in compliance with CVM Resolution No. 44/21, and approved by its Board of Directors.

I hereby formally adhere to the Policies, committing myself to disclose their objectives and to comply with all their terms and conditions.

I further REPRESENT that I am aware that the transgression of the provisions of CVM Resolution No. 44/21 constitutes a serious violation.

[Place], [date]

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[name]