TITLE

TRANSACTIONS WITH RELATED PARTIES

1. PURPOSE

1.1 The purpose of this Policy is to establish the guidelines, rules and procedures for ensuring the preservation of the interests of ENGIE Brasil Energia S.A. (the "Company") in the Transactions with Related Parties ("TRPs") and in other relations of the Company in which natural persons with potential Conflict of Individual Interests participate.

1.2 This Policy applies to the Company and its controlled entities, whether directly and indirectly, its managers and employees of any nature.

1.3 This Policy is based on the Brazilian Corporations Law (Law No. 6.404/76) and the standards provided by Technical CPC Pronouncement 5 (R1), issued by the Accounting Pronouncements Committee ("Comitê de Pronunciamentos Contábeis" – CPC), approved by the Brazilian Securities and Exchange Commission ("Comissão de Valores Mobiliários" – CVM) by means of CVM Resolution 642, of October 07, 2010, CVM Instruction 358, of January 03, 2002, as amended, CVM Instruction 480, of December 07, 2009, as amended, CVM Guidance Opinion 35, of September 01, 2008 ("CVM Opinion 35"), the Novo Mercado Regulations of B3 S.A. – Brasil, Bolsa, Balcão ("Novo Mercado Regulations"), guidance from the Brazilian Corporate Governance Institute ("Instituto Brasileiro de Governança Corporativa" – IBGC), ANEEL Standardizing Resolution 699, of January 26, 2016 ("REN 699/2016"), the Company's Bylaws, and other standards, policies and regulations applicable to the Company.

2. DEFINITIONS

2.1 "MARKET CONDITIONS" – means the terms prevailing in the market for transactions characterized by occurring within the scope of generally adopted standards in similar businesses, conditions that would be expected for operations executed between independent parties, where it is possible to make such a comparison.

2.2 "CONFLICT OF INTERESTS BETWEEN RELATED PARTIES" – means the situation, either potential or effective, in which one of the Related Parties, with powers of decision or power to command or participate actively in transactions and negotiations involving the Company, effectively participates in their negotiation or approval by the Company, while having eventual proprietary interests, direct or indirect, conflicting and irreconcilable with the interests of the Company, which could impact the exercising of their competencies and rights in relation to the Company, in detriment to the interests of the Company. Conflict of Interests shall not be presumed when the Related Party which could potentially have a Conflict of Interest does not act simultaneously for the two parties of the negotiation or in the approval of the transaction. Furthermore, there shall be no Conflict of Interest between Related Parties when (a) the transaction or specific situation has been submitted to the Board of Directors and this has recognized the inexistence of a Conflict of Interests in the specific case; or (b) the negotiation or approval of the Related Party in the operations is acceptable pursuant to the legal norms and applicable regulations, or by the jurisprudence of the CVM.

2.3 "INDIVIDUAL CONFLICT OF INDIVIDUAL INTERESTS" – means the situation, potential or effective, in which a natural person with powers of decision or power to command or participating actively in negotiations on the behalf of the Company, and who effectively commands or participates in an operation by the Company, in its negotiation or approval, while having eventual proprietary interests, directly or indirectly, conflicting and irreconcilable with the interests of the Company, which could impact (or appear to impact) the manner in which this person performs his functions and responsibilities, in detriment to the interests of the Company.

2.4 "ARM'S LENGTH CONDITIONS" – arm's length conditions apply when the contracts are negotiated and approved in conditions under which they could be contracted with independent third parties, or

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when the advantages and sacrifices between the contractual parties are equivalent, there being proportionality between the rights and duties of the contractual parties.

2.5 "CONTROL" – shall mean direct or indirect title to ownership rights permanently ensuring a majority of votes in the General Meeting and the power, whether *de jure* or *de facto*, to elect a majority of a corporation's managers.

2.6 "MATERIAL INFLUENCE" – shall mean the power to take part in the Company's decisions regarding financial and operational policies, but in such a manner that does not characterize individual or joint control over said policies pursuant to Paragraph 4, Article 243 of the Brazilian Corporations Law. Material Influence may be secured by means of equity holdings, statutory dispositions, or shareholders' agreements. If the investor maintains directly or indirectly (through controlled entities for example), twenty per cent or more of voting rights in the Company, it is presumed that they have a material influence, unless it can be clearly shown to the contrary. However, if the investor holds, directly or indirectly (for example through controlled entities), less than twenty percent of voting rights in the Company, it can be presumed that they have no material influence as a result of holding title to these participations, unless the material influence can be clearly demonstrated. The exercising of the Control by another investor does not necessarily prevent an investor having Material Influence over the Company. The existence of Material Influence can be substantiated by one or more of the following forms: (a) representation on the board of directors; (b) participation in the processes of preparing policies, including decision on dividends and other distributions; (c) material operations between the investor and the Company; (d) interchanges of officers or managers; or (e) supply of essential technical information.

2.7 "CLOSE RELATIVES" – means those family members one might expect to be able to exert influence on or be influenced by the said person in their dealings with the Company, and shall include: (a) children, spouse or common-law partner; (b) children of their spouse or common-law partner; (c) dependents and dependents of their spouse or common-law partner; and (d) next of kin up to the third degree.

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2.8 "KEY MANAGEMENT PERSONNEL" – shall be persons with the authority and responsibility for planning, directing and controlling the Company's activities, whether directly or indirectly, including any officer (whether statutory or not) of the Company.

2.9 "RELATED PARTIES" – shall be persons or entities related to the Company, as listed in item 9 of CPC Technical Pronouncement 5 (R1). In addition to the persons defined as such in the Regulations of the Special Independent Committee, consider as related to the Company:

(a) the natural person, or a Close Relative of such a person, that:

(i) controls the Company, in full or on a shared basis, directly, or indirectly;

(ii) has a Material Influence over the Company; end/or

(iii) is a member of the Key Management Personnel of the Company, its Controlled Entities, or its Controlling Entity.

(b) the legal entity that:

(i) is Controlled by the Company or is Controlled by a person identified in (a) above either in full or on a shared basis, directly, or indirectly;

(ii) is under common Control with the Company;

(iii) is an affiliate of the Company or of members of its economic group;

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(iv) holds, directly or indirectly, a stake in a joint venture such as is defined in CPC 05, with the Company or with members of its economic group;

(v) is a member of the Company's, the Company's Controlled Entities' or the Company's Controlling Entity's Key Management Personnel;

(vi) has as a member of its Key Management Personnel, a person indicated in item (a) (i) above or is under the Material Influence of a person indicated in item (a) (i) above;

(vii) manages a post-employment benefit plan whose beneficiaries were employees of both the entities, on the one hand of the Company (or any other company of its economic group) and, on the other hand, of this Related Party; and/or

(viii) the Controlling entity holds a material stake, above 20% (twenty percent), in any investee of the Company and is not a member of its economic group.

Related Parties shall also be deemed to include those persons or entities described as such as per REN 699/2016, as applicable.

For the purposes of the application of the procedures of this Policy, Related Parties shall not be deemed:

(a) Controlled entities of the Company, except in the event in which their controlling shareholders are also holders of partnership rights in the said Controlled entity; or

(b) two entities simply because they have a manager or another member of the Key Management Personnel in common or because a member of the Key Management Personnel of one of the entities exercises a Material Influence on the other entity.

2.10 "CHARTER OF THE SPECIAL INDEPENDENT COMMITTEE' – means the Regulations of the Special Independent Committee for the Evaluation of Transactions with Related Parties, approved by the Company's Board of Directors.

2.11 "TRANSACTION WITH A RELATED PARTY" or "TRP" – any transfer of resources, goods, services or obligations between the Company and a Related Party, independently of being charged a corresponding price.

3. HANDLING OF TRANSACTIONS WITH RELATED PARTIES

3.1 PRINCIPLES

3.1.1 The legal acts and agreements between the Company and its Related Parties shall be negotiated and contracted under Arm's Length Conditions, at prices, terms, guarantee and conditions comparable with the Market Conditions.

3.1.2 When they negotiate a Transaction with Related Parties, employees or managers shall prioritize the interests of the Company, regardless of who the counterparty may be, embracing integrity and ethics as well as abiding by this Policy, other related policies, and all applicable laws and regulations, acting independently, diligently, loyally and with absolute transparency.

3.2 GUIDELINES FOR TRANSACTIONS WITH RELATED PARTIES

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3.2.1 In addition to the procedures described below and the provisions of the Charter of the Special Independent Committee, other legal and regulatory procedures shall be followed in relation to the relevant government authorities, according to the respective regulatory acts and applicable legislation, including, without limitation, REN 699/2016 and Official Circulars of the CVM/SEP, where applicable, with respect to negotiating, executing, and approving TRPs.

3.2.2 Guidelines for negotiation of TRPs

3.2.2.1 In the relative negotiations, the TRP must have been previously evaluated by the appropriate area of the Company such that the transaction shall be proposed, structured, deliberated, approved and disclosed. The TRPs shall be negotiated and contracted under Market Conditions, observing all relevant factors such as the exchange relationship, the adequacy of the evaluation methodology adopted for the assets involved, the reasonableness of the forecasts and the review of alternatives available in the market. Any elements affecting the intrinsic value of the object of transaction shall be taken into account. To this end, managers shall have available appropriate information, time for deliberation and review, and technical support given the nature and complexity of the operation. The provisions set forth herein shall be observed complementary to the rules in the Charter of the Special Independent Committee.

3.2.2.2 It is the responsibility of every Company manager or employee to determine diligently whether the natural or legal entities with which the Company intends to execute potential partnerships or transactions may be characterized as Related Parties as well as to determine whether persons participating in the negotiations are in a situation of Conflict of Interests between Related Parties for the purpose of identifying a possible TRP and/or the occurrence of a situation of “Conflict of Interests between Related Parties”.

3.2.2.3 Identifying a TRP, the managers and employees of the Company shall abide by the applicable procedures for operations of the type pursuant to the rules of the Company and take all necessary steps to ensure that the exchange relationship and other conditions of the TRP are negotiated in a manner required in the Charter of the Special Independent Committee exempt from Conflict of Interests between Related Parties. A process of independent negotiation tends to propitiate the Arm’s Length nature of the operation and demonstrate compliance with the fiduciary duties under the law.

3.2.2.4 The managers must monitor, investigate, and examine the proposed TRP in an impartial manner including in relation to available alternatives in the market, if any. Managers must evaluate the admissibility of TRPs on a case-by-case basis by means of an initial determination of reasonability and the adequacy of the selected decision-making mechanism. An act’s motivation is one of the determining factors in judging their plausibility. In this sense, it is crucial for managers and committee members, when involved, to use their best efforts in analyzing and negotiating a TRP and its purpose to preserve and create value for the Company.

3.2.2.5 The TRPs shall be submitted to the Independent Committee, pursuant to the terms of this Policy as soon as the effective opportunity of executing the operation is apparent.

3.2.3 Guidelines for approval of TRPs:

3.2.3.1 The TRPs which classify under material criteria established in a norm which may be issued by the CVM pursuant to Provisional Measure 1.040/2021, when converted into Law, if the case, shall abide by the respective rules of approval, and the principles and procedures enshrined in this Policy.

3.2.3.2 The Company shall have a non-permanent Special Independent Committee for Transactions with Related Parties (“Independent Committee”) to be convened by the Board of Directors whenever the latter becomes aware of a potential Transaction with a Related Party wherein the Company or Related Party intends to negotiate an operation, business, contract or transaction characterizing a

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TRP and whose approval falls under the jurisdiction of the Company's Board of Directors or General Meeting pursuant to the terms enshrined in law, or in the Corporate Bylaws.

3.2.3.3 The Independent Committee shall ensure that the TRPs comply with the Arm's Length Conditions and are negotiated independently through a transparent and secure process, avoiding the Conflict of Interests between Related Parties.

3.2.3.4 The Independent Committee shall be made up of three (3) to five (5) members appointed and removable by the Board of Directors from among the managers of the Company, a majority of members being Independent Directors and the remaining members being Officers of the Company, pursuant to the Independent Committee's Charter.

3.2.3.5 It is incumbent on the Independent Committee to negotiate the terms and conditions of Transactions with Related Parties freely and independently, defining the structure and other conditions of the transaction for submission to the Board of Directors and/or the General Meeting, as the case may be.

3.2.3.6 The Independent Committee may request the Management Board of the Company for market alternatives to the TRP to be submitted taking into consideration factors of risk and other relevant factors involved.

3.2.3.7 The Independent Committee may also request the preparation of independent valuation reports, prepared for the purposes of evaluating the TRPs without the involvement of any of the parties involved in the proposed transaction at hand, be it a bank, attorney, specialized consultancy or any others and based on realistic assumptions and third-party validated information.

3.2.3.8 Whenever the TRP involves the acquisition of a participation in other corporations, assets or rights, and/or equity stake exchanges and/or corporate reorganizations, it shall be the responsibility of the Independent Committee, if installed, to select and engage the first class financial institution or specialized consultancy for the purposes of an independent evaluation of the asset, good or right, or to determine the rate of exchange, as the case may be, pursuant to the Company's Bylaws and the Charter of the Special Independent Committee.

3.2.3.9 The Independent Committee shall have the conditions, budget, technical support and any and all information of relevance for decision-making, of sufficient quality and in sufficient quantity to ensure the depth of the analysis to be performed on behalf of the Company. However, the Independent Committee may, when it deems necessary and appropriate, select and resolve on the retainer of expert technical, legal, financial and accounting consultants to advise it in its work, pursuant to the Company's Bylaws and the Charter of the Special Independent Committee.

3.2.3.10 The Independent Committee shall report periodically to the Company's Board of Directors on the progress of its work and shall, when a task is completed, submit a substantiated report on the TRP and the Independent Committee's recommendations, supported, as the case may be, with valuation reports, expert opinions and whatever materials needed to document the matter, further attaching drafts of the contractual instruments that must be executed for implementation of the TRP. Eventual dissenting votes and the respective substantiations may be included in the report or opinion, as the case may be.

3.2.3.11 The TRPs under the jurisdiction of the Independent Committee shall in any case be subject to formal approval/ratification by the Board of Directors or the General Meeting, as the case may be.

3.2.3.11.1 The Board of Directors may approve the Transaction with a Related Party if it finds in good faith that the transaction is equitable and serves the best interests of the Company. If it deems necessary, at its discretion, the Board of Directors may make approval of the Transaction with a

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Related Party contingent upon certain changes so that the transaction shall be equitable and serve the best interests of the Company.

3.2.3.12 Where a Transaction requires the General Meeting's approval and/or ratification, the Independent Committee's opinion shall be included with the material made available to the Company's shareholders.

3.2.3.13 The TRPs outside the jurisdiction of the Regulation of the Independent Committee pursuant to the Company's Bylaws and Independent Committee's Governing Charter shall be conducted and approved by the Company's Executive Board, as per the powers and limitations provided in the Company's Bylaws and internal norms.

3.2.3.13.1 The parties responsible for execution of the TRPs within the scope of the Management Board and/or the managerial body shall always abide by the regular transactional flow, review and approval flow as adopted by the Company and according to this Policy and shall not intervene in such a manner as to influence contracting of Related Parties in a manner non-compliant with said flow.

3.2.4 Guidelines for execution of the TRPs

3.2.4.1 Transactions with Related Parties must be entered into in writing, specifying their principal terms and conditions, such as prices, periods, guarantees, conditions for recission, tax liability, responsibility for licensing and permits, among others. Such characteristics shall also explicitly include the Company's ability to terminate any Transaction with a Related Party of a successive nature under terms similar to those of agreements with non-related parties.

3.2.5 Guidelines for disclosure of TRPs

3.2.5.1 Awareness of the transactions with any balances outstanding with Related Parties may affect the evaluation of the Company's operations by users of account statements, including assessment of the risks and opportunities facing the entity. As such, it is critical to abide by the internal procedures and controls guaranteeing that the Company's financial statements include the required disclosures to alert users' to the possibility that the balance sheet and income statement may be affected by the presence of transactions as well as outstanding balances, including commitments, with the said Related Parties.

3.2.5.2 The Company is required to disclose any TRPs in its Reference Form, in the Explanatory Notes to its Account Statements, and before the CVM and ANEEL, pursuant to Article 247 of the Corporations Law, to Attachment 24 and Attachment 30, XXXIII, of CVM Instruction 480/09, and to Technical Announcement CPC 05(R1), and REN 699/2016, pursuant to other applicable accounting standards, regulations and laws.

3.2.5.3 TRPs shall be disclosed in a full, appropriate and timely manner, and shall have available auditable and traceable documentation as required for internal and external inspection processes to which the Company may be subject.

3.2.5.4 To ensure the transparency of the process for shareholders, investors, and the market at large, disclosure of such operations shall be made through the Explanatory Notes to the Company's Account Statements, pursuant to the accounting pronouncements released by the Accounting Pronouncements Committee (CPC), and to the International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB).

3.2.5.5 The Company's management shall determine whether or not to publish a material fact if, pursuant to Article 2 of CVM Instruction 358, it deems that execution of the TRP may materially influence: (a) the trading prices of the Company's securities or of securities pegged thereto; (b) investor decisions

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to buy, sell or hold the Company's securities; and/or (c) investor decisions to exercise any rights inherent to their status as holders of the Company's securities or securities pegged thereto.

3.3 **BARRED TRANSACTIONS WITH RELATED PARTIES**

3.3.1 Transactions with Related Parties executed in conditions which are not Market Conditions or diverge from the corporate purpose of the Company and/or without observing the limits set forth in the Corporate Bylaws and other rules established by the management of the Company are barred.

3.3.2 Transactions with Related Parties shall be barred in the following cases except when decided otherwise by the appropriate bodies:

(a) extension of loans or sureties to physical persons or natural persons with Material Influence over the Company, members of Key Management Personnel of the Company as well as the Controlling Entity of the Company;

(b) transactions by Related Parties and Close Relatives where such transactions are not ordinary activities regularly carried out by such legal entities in their regular course of business;

(c) transactions including forms of compensation for advisers, consultants or intermediaries leading to Conflict of Individual Interests of these persons with the Company;

(d) transactions involving employees, members of the Key Management Personnel, Close Relatives thereof, in dealings of a private or personal nature that interfere or are in conflict with the interests of the Company or stemming from the use of confidential information obtained by means of the position held or job performed in the Company.

4. HANDLING OF SITUATIONS WHICH MAY INVOLVE CONFLICTS OF INDIVIDUAL INTEREST

4.1 A Conflict of Interests may be potential, apparent or effective, and identification thereof requires conscious, objective and unbiased assessment of the situation.

4.2 A member of the Key Management Personnel and/or manager or employee must, in first instance, judge if they are or are not in a situation of Conflict of Individual Interest, pursuant to the terms of the law, of this Policy and of other applicable norms. Should a Conflict of Individual Interest be identified in any of its forms, the respective member of the Key Management Personnel and/or the employee shall follow the procedures of abstention or waiver described in the Conflict of Individual Interests Prevention Policy as made available periodically to these persons, as well as provided through the Company's Intranet.

4.3 The declaration of the situation of Conflict of Individual Interests and the subsequent abstention or waiver, if the case, shall be recorded in the minutes of the respective meeting, as applicable. While a situation of Conflict of Individual Interests remains to be evaluated by the appropriate bodies in the manner set forth in the items below, the member of the Key Management Personnel and/or employee shall remove himself from the discussion on the theme as well as abstain from negotiating, evaluating, opining, voting or any other form of participating or influencing the conducting or approval of the respective matter.

4.4 Where any member of the Key Management Personnel and/or employee fails to declare their Conflict of Individual Interests, any other member of the Key Management Personnel and/or any other employee of the Company who is aware of the situation may do so, assuming the good faith of all those involved. Failure of the respective person to voluntarily declare a Conflict of Individual Interests

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when there is relevant clarity of the existence of such a situation, shall be deemed in breach of conduct and of the Company's policies and shall be subject to the appropriate penalties, should a Conflict of Individual Interests be proven in the competent regulatory instances, respecting right of defense.

4.5 The president and secretary chairing the meetings of the Board of Directors and of the Management Board, as the case may be, shall receive and process voluntary declarations or allegations of Conflict of Individual Interest presented in the terms of the foregoing items.

4.5.1 The presiding officials chairing the meeting may call on the support of the professionals from the Company's legal and investor relations area and subsequently submit the review for the evaluation of the Board of Directors of the Company, as applicable. The respective meeting shall be suspended for as long as is necessary for an exhaustive analysis and final decision by the Board of Directors with respect to the Conflict of Individual Interests.

4.5.2 Should the member of the Key Management Personnel and/or employee in potential Conflict of Interests be a member of the Board of Directors, they shall abstain from participating in the meetings in the part relative to the Conflict of Individual Interests.

4.5.3 The Company's Board of Directors may refer questions relating to the Conflict of Individual Interests to the Audit Committee or to the Ethics Forum for an opinion on these questions.

4.5.4 It does not behove the presiding officials to analyze the free spontaneous manifestations of Conflict of Individual Interest, stating prevention from participation in discussions of and resolutions on the matter at hand.

4.6 Should, following conclusive analysis of the questions raised on the Conflict of Individual Interests, in accordance with the procedures of this Policy, it be understood that there is no Conflict of Individual Interests, the work of the respective meeting may be resumed with the normal participation of all those present. Should this not be the case, the participant in Conflict of Individual Interests shall remove himself from the discussions and abstain from voting.

4.6.1 Notwithstanding, if requested by the president of the respective meeting, these members of the Key Management Personnel and/or employees may participate on an occasional basis in the discussion with a view merely to providing more information on the operation and the parties involved, as applicable, removing themselves during the process of voting on the matter.

5. GENERAL PROVISIONS

5.1 This Policy shall enter into force on the date of its approval by the Board of Directors and shall be kept on file at the Company's registered offices. The Board of Directors shall resolve on any amendments hereto.

5.2 Eventual questions or conflicts between the provisions of this Policy and those enshrined in the Corporate Bylaws or in other of the Company's policies, shall be submitted to the Board of Directors.

5.3 The Audit Committee shall review, monitor, and recommend to the Board of Directors corrections or improvements to this Policy.

5.4 The Company's managers shall disseminate the present Policy TO THE employees and enforce compliance herewith.

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