



## **DISCLOSURE POLICY OF MATERIAL INFORMATION AND CONFIDENTIALITY**

Updated in July 16, 2019

### **1. OBJECTIVE**

The present Disclosure Policy of NEOENERGIA S.A. ("NEOENERGIA", "Company") aims to establish the rules to regulate the use and dissemination of Material Information under the Company in accordance with the specific laws and regulations of CVM and other regulatory bodies to which the Company and / or its subsidiaries are subject, as well as rules and guidelines to be observed by the Board of Finance and Investor Relations Officer and other Related Persons regarding the use, disclosure of Material Information and the maintenance of secrecy about Material Information that has not yet been disclosed to the public, ensuring transparency and fairness regarding the publicity and disclosure of information to investors and the capital market in general, without privileging some to the detriment of others.

The present Corporate Disclosure Policy was prepared in accordance with CVM 358, as amended, as well as in accordance with the Novo Mercado Regulation, which shall be observed, which must always be observed in conjunction with this Disclosure Policy.

Any doubts about the provisions of this Disclosure Policy, the applicable regulations issued by the CVM and / or the need to disclose certain information to the public should be clarified by the Investor Relations Officer designated by the Company's Board of Directors, in compliance with the provisions set forth below.

The definitions of the terms used in the present policy have the meanings given in Annex I.

### **2. DUTIES AND RESPONSIBILITIES REGARDING THE DISCLOSURE OR MATERIAL FACT**

2.1. Notwithstanding the provisions of the applicable legislation in the Novo Mercado Regulation and regulations of CVM and other regulatory bodies to which the Company and / or its Subsidiaries are subject, the Company's Investor Relations Officer is responsible for:

(i) disclosing and communicating to CVM, through an electronic system available on the CVM's website in the global computer network and, if applicable, to the Stock Exchanges on which the Securities issued by the Company are admitted to trading, immediately after the knowledge, any Material Information occurred or related to the business of the Company;

(ii) ensuring its broad and immediate dissemination simultaneously in all markets in which the Company has Securities admitted to trading, as well as to the investing public in general;

(iii) providing to the competent bodies, when required by them, explanations and disclose the material fact in the event that they are out of control or if there is

an atypical oscillation in the quoted price or negotiated quantity of the Securities issued by the Company or referenced thereto, or if the CVM decides to disclose; and

(iv) inquiring the Related Persons with access to relevant acts or facts, in the hypothesis of sub-item (iii) above, with the purpose of ascertaining whether they are aware of information that must be disclosed in the market.

2.2. The communication of Material Information must be made immediately, in a clear and precise written form, in a language accessible to the investing public, describing in detail the acts and / or events that occurred, indicating, whenever possible and values involved and other explanations.

2.3. Any Linked Person who has knowledge of acts or facts that may configure Material Information shall immediately notify the Investor Relations Officer, and it is still certain that the Linked Persons who have knowledge of undisclosed Material Information within three (3) days receipt of a written communication addressed to the Investor Relations Officer shall communicate this Material Information directly to the CVM and to the Stock Exchanges.

### **3. EXCEPTION TO AN IMMEDIATE RELEASE AND DUTY OF CONFIDENTIALITY ABOUT MATERIAL INFORMATION**

3.1. The acts or facts that constitute Material Information may not be disclosed if their disclosure could jeopardize any legitimate interest of the Company, and the persons who had access to such Material Information must keep it confidential for reasons of legitimate interest of the Company.

3.1.1. In addition, the Company may decide to submit to the appreciation of the CVM President, by means of a sealed envelope with the word "Confidential", the Material Information considered in the caput.

3.2. The Related Persons must keep confidential information about Material Information that has not yet been disclosed, to which they have access due to the position they occupy, until such Material Information is disclosed to the general public, as well as to ensure that subordinates and third parties of their trust also do so, responding jointly with them in the event of non-compliance.

3.3. Even after its disclosure to the general public, the Material Information shall be deemed not to have been disclosed until a reasonable time has elapsed so that market participants have received and processed the Material Information.

3.4. In no case shall Related Parties discuss and / or mention Material Information not yet properly disclosed in public places. Likewise, the Related Persons shall only deal with matters related to the Material Information with those that need to know the Material Information.

### **4. PROCEDURE FOR PREPARING AND DISCLOSING AN ACT OR MATERIAL FACT OR COMMUNICATION TO THE MARKET**

4.1. The Material Information shall be disclosed to the public through, at least, one of the following communication channels: (i) an advertisement published in the

mainstream newspapers commonly used by the Company; or ( ii ) on at least one (1) news portal with a page on the World Wide Web (<https://www.valor.com.br/valor-ri/fatos-relevantes>), which provides, in a section available for free access, the information in its entirety to all investors and interested persons, with a minimum content to the CVM and, as the case may be, to the Stock Exchanges where the Securities of the Company are admitted to trading.

4.2. The Material Information shall preferably be disclosed before the beginning or after the closing of the business on the Stock Exchanges. If the Stock Exchanges are not operating simultaneously, the disclosure will be made observing the trading hours of the Stock Exchanges located in Brazil, and if it is imperative that this disclosure occurs during trading hours, the Investor Relations Officer may, upon effecting this disclosure, request, at the same time, simultaneously with the domestic and foreign Stock Exchanges in which the Company's Securities are admitted to trading, to suspend this negotiation for the time necessary for the dissemination of the Material Information in question.

4.3. If the Company deems necessary to disclose information that is not characterized as material information, such disclosure may be made to the market. Examples include, among others, a notice to the market: (i) clarification of requests made by the CVM or Stock Exchanges; (ii) disclosure of information on the acquisition or disposal of a material shareholding in accordance with CVM Instruction 358; (iii) monthly disclosure of the trading of treasury stock, within the scope of the Company's repurchase share program; and (iv) information that the Investor Relations Officer deems necessary or useful to disclose to the market, even if not required by regulation.

## **5. ADHERENCE TO THE POLICY**

5.1 Bound Persons must adhere to this Disclosure Policy by signing their own term in the form of Annex II at the time of contracting, election, promotion or transfer, when they declare that they are aware of the terms of this policy and are obligated to observe them.

5.1.1. The respective adhesions to the present Disclosure Policy are the responsibility of the contracting board, and the adhesions made must be communicated by each board to the Board of Directors responsible for Personnel Management, which will keep updated records to be made available to the Investor Relations Department, if and when requested.

## **6. NON-COMPLIANCE WITH THE DISCLOSURE POLICY**

The communication of noncompliance with the Disclosure Policy of NEOENERGIA S.A. and its Subsidiaries should be carried out by means of complaints channel or directly to the *Compliance unit*.

## **7. OBLIGATION TO INDEMNIFY**

The Related Persons responsible for the noncompliance with any provision of this Disclosure Policy will indemnify the Company and / or other Related Persons, fully

and without limitation, from all damages that the Company and / or other Related Persons may incur and that are directly or indirectly resulting from such noncompliance.

## **8. APPROVAL**

8.1. The present Disclosure Policy was approved by the Board of Directors on April 23, 2019, with due effect to the publication of the announcement of the public offering of secondary distribution of common shares issued by the Company, and shall remain in force for an indefinite period, pending a decision to the contrary. Any change to this Disclosure Policy that may be approved by the Disclosure Policy must be communicated to the CVM and the Stock Exchanges.

## **ANNEX I**

### **Applicable Settings**

**Controlling Shareholders or Controller** - shareholder or group of shareholders bound by shareholder agreement or under common control exercising control over the Company, under the terms of Law 6,404 / 76.

**Directors** - Officers and members of the Company's Board of Directors.

**Stock Exchanges** - B3 SA - Brazil, Stock Exchange, Counter, or B3, and any other stock exchanges or organized trading markets in which the Company has Securities admitted to trading in Brazil or abroad.

**Company** - Neoenergia SA

**Subsidiaries and Affiliates** - companies that are controlled or under common control of the Company.

**Compliance Officer** - Director of the Company designated to support the Investor Relations Board, to provide controls and procedures to assist and subsidize the monitoring and control of compliance with the Disclosure Policy.

**CVM - Brazilian Securities Commission.**

**Investor Relations Officer** - Company Director, designated under the terms of the Shareholders' Agreement as responsible for providing information to the investing public, the CVM and the Stock Exchange, among other duties provided for in CVM regulations, as well as for administering and supervising the application of the Disclosure Policy.

**Material Information** - Any decision of Shareholders, General Assembly resolution or the Company's management bodies or any other act or fact of a political-administrative, technical, business or economic-financial occurred or related to the Company's business, which may have a significant impact on : (i) the price of the Securities; (ii) the investors' decision to buy, sell or hold the Securities; or (iii) in determining that investors exercise any rights inherent to the condition of holders of Securities issued by

or referenced to the Company. Exemplary list of situations that may configure Material Information is found in article 2 of CVM Instruction 358 (defined below).

**Insider knowledge** - Any Material Information that has not yet been disclosed to the investing public.

**CVM Instruction 358** - CVM Instruction 358, of January 3, 2002, which provides for the disclosure and use of information on the material fact related to publicly traded companies, as well as the trading of securities listed company issuing the material fact, non-disclosure, among other matters.

**CVM Instruction 480** - CVM Instruction 480, of December 7, 2009, which provides for the registration of securities of issuers admitted to trading on regulated securities markets.

**Related People** - (i) the Company, (ii) its Controlling Shareholders, direct and indirect; (iii) its directors; (iv) the members of the Fiscal Council; (v) members of any other bodies with technical and advisory functions; (vi) any individual who, by virtue of their position, function or position in the Company, in its controller and / or Subsidiaries or Associated Companies, has access to the Company's Insider Information; (vii) any person who has knowledge of information regarding the Material Act or Fact of the Company, knowing that it is information not yet disclosed to the market, especially those that maintain a commercial, professional or trust relationship with the Company, its Controller and or with controlled and affiliated companies, such as independent auditors, securities analysts, consultants and institutions that are part of the securities distribution system.

**Disclosure Policy** – Disclosure Policy of Material Information and Confidentiality of Neoenergia S.A.

**Term of Adhesion** - A formal instrument to be signed by Related Parties and recognized by the Company, whereby the Company is informed of the rules contained in the Disclosure Policy and assumed the obligation to comply and ensure that the rules are complied with, that shall be kept filed at the Company's headquarters while the Related Person maintains their link and for a further 5 (five) years after their termination, together with the updated information on the qualifications of the Related Persons (position, function, address and registration number with the National Register of Individuals ("CPF") and / or Legal Entities ("CNPJ"), and / or the same data of the representative or legal representative in the Country of Related Persons who may be based abroad.

## ANNEX II

### TERM OF ADHESION TO THE DISCLOSURE POLICY OF MATERIAL INFORMATION AND CONFIDENTIALITY OF NEOENERGIA SA

*[Name]*, *[qualification]*, resident in the *[•]* City of *[•]* State, *[address]*, registration number with the National Register of Individuals CPF/MF under number *[•]* and carrier (the ) of identity card number *[•]*, issued by *[•]*, as *[ function or position ]* of Neoenergia S.A., declare that I have taken full knowledge of the terms and conditions of the Disclosure Policy of Material Information and Confidentiality of Neoenergia SA, in accordance with the terms and conditions of CVM Instruction 358, of January 3, 2002, as amended, approved by the Board of Directors meeting held on July 19, 2018, and by the present Term of Adhesion I formalize my commitment to observe it integrally, committing myself to watch over and comply with all its terms and conditions.

*[City]*, *[date]*

---

*[Name]*

*[Responsibility, Function or Position]*