



Policy on the Disclosure of Material Event

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1. PURPOSE AND SCOPE OF POLICY

The Policy on the Disclosure of Material Event (“Disclosure Policy”) regulates compliance with the obligations determined by the CVM through CVM Resolution 44/2021, with regard to: (i) procedures for the disclosure and use of information about any Material Event; and (ii) procedures related to the maintenance of confidentiality of any undisclosed Material Event about CPFL Energia S.A., its Subsidiaries or Affiliates, according to the scope of applicability.

The Disclosure Policy applies to CPFL Energia, its Subsidiaries and Affiliates. Publicly-held Subsidiaries that do not have their own policy on the disclosure of material event must adhere to this Disclosure Policy, which will be considered the policy on the disclosure of material event of said companies under the terms of CVM Resolution 44/21. The Material Events of such Subsidiaries shall be disclosed pursuant to this Disclosure Policy.

2. DEFINITIONS

The following capitalized terms shall be interpreted in accordance with their corresponding meanings as indicated below:

Controlling Shareholders: signifies the shareholders who have the power of control over the Company, as defined in article 116 of the Law 6,404/76.

Managers: individuals who occupy positions on the Board of Directors and Board of Executive Officers of the Company, its Subsidiaries or Affiliates.



Affiliates: companies in which the Company holds 50% or less interest, directly or indirectly.

Material Event: any decision made by Controlling Shareholders, decisions made at a shareholders' meeting or by an administrative entity of the Company; or any other act or fact of a political-administrative, technical, business or economic-financial nature occurred or related to the business, which could significantly influence: (i) the quotation of Securities issued by the Company or backed on them; (ii) an investors' decision to buy, sell or preserve Securities; or (iii) an investors' decision to exercise any right inherent in the condition of titleholder of the Securities issued by the Company or backed on them. B3: signifies the B3 S.A. – Brasil, Bolsa e Balcão.

Stock Exchange: signifies the B3 and any other stock exchanges in which Securities issued by the Company are openly traded, within Brazil or abroad.

Company: signifies CPFL Energia S.A.

Board of Directors: signifies the Company Board of Directors.

Fiscal Council: signifies the Company Fiscal Council.

CVM: signifies the Brazilian Securities and Exchange Commission, the regulatory body of the Brazilian capital market.

Investor Relations Officer or IRO: signifies the statutory director of the Company responsible for providing information to the investing public, the CVM and the Stock Exchanges, as well as for maintaining the registration as a publicly-held company and for the execution, monitoring and inspection of compliance with the Disclosure Policy.

Board of Executive Officers: signifies the Company Board of Executive Officers.

Insider Information or Material Information: Information about Material Events not yet reported to regulatory bodies, Stock Exchanges or other similar entities and, simultaneously, to shareholders and investors in general.

Law 6,385/76: signifies Law No. 6,385, of December 7, 1976, as subsequently amended, which provides for the securities market and creates the CVM.

Law 6,404/76: signifies Law No. 6,404, of December 15, 1976, as subsequently amended, which provides for the corporations.

Bound People: signifies, (i) the Company itself; (ii) within the Company, the members of the Board of Directors, members of the Fiscal Council, members of the Advisory Committees of the Board of Directors, members of the Board of Executive Officers, members of any bodies with technical or advisory functions created by statutory provision, Advisors to Executive Officers and Division and Department Managers; (iii) within the Subsidiaries of the Company, members of the Board of Directors, members of the Fiscal Council, members of the Advisory Committees of the Board of Directors, members of the Board of Executive Officers, members of any bodies with technical or advisory functions created by statutory provision, Advisors to Executive Officers and Division and Department Managers; (iv) for indirect and direct Controlling Shareholders, members of the Board of Directors, members of the Fiscal Council, members of the Advisory Committees of the Board of Directors, members of the Board of Executive Officers, members of any bodies with technical or advisory functions created by statutory provision, and Advisors to Executive Officers; (v) employees and third parties hired by the Company and/or Subsidiaries and other people, who as a result of their function, rank, position or relationship with the Company and/or with the Subsidiaries and/or with the Controlling Shareholders have permanent and occasional access to information on a Material Event; and (vi) individuals or legal entities related to the Managers, Controlling



Shareholders, members of the Fiscal Council and members of the Advisory Committees of the Board of Directors: (a) spouse, who is not judicially and extrajudicially separated, (b) companion; (c) any dependent included in the individual's annual income tax adjustment statement; and (d) companies controlled by them, directly or indirectly.

Policy on the Disclosure of Material Event or Disclosure Policy: signifies the entire content of this document approved at a Board of Directors meeting.

Trading Policy of Securities Issued by CPFL Energia S.A.: signifies the Trading Policy of Securities Issued by the Company, approved at a Board of Directors meeting, whose purpose is to provide ordered Securities trading by people linked to the Company, with a view to provide transparency in tradings of these nature for all agents of the market with whom the Company relates.

CVM Resolution 44/21: signifies CVM Resolution No. 44, of August 23, 2021, as subsequently amended, which provides for the disclosure of information on a Material Event, the trading of securities pending an undisclosed material event, and the disclosure of information on the trading of securities.

SEP: signifies the Superintendence of Corporate Relations of the CVM, responsible for the activities of registration, supervision, guidance, sanction and support for the regulation with regard to publicly-held, foreign and incentivized companies.

Subsidiaries: companies controlled by the Company, directly or indirectly.

Term of Adhesion: signifies the formal instrument, whose model is part of this Disclosure Policy as item 11, to be signed by the Bound People, pursuant to article 17, paragraph 1 of CVM Resolution 44/21. The Term of Adhesion is the instrument capable of evidencing the signatory's formal adherence to the rules contained in this Disclosure Policy, assuming the obligation to comply with it and to ensure that the rules contained therein are complied with by people who are under its influence.

Securities: signifies (i) any shares, debentures, subscription bonus, subscription rights and receipts, promissory notes, call or put options and any other securities issued by the Company and/or its Subsidiaries; and (ii) derivatives backed or otherwise referenced to the securities mentioned in item (i).

3. TARGET PUBLIC

- (i) the Company itself;
- (ii) direct or indirect Controlling Shareholders;
- (iii) members of the Board of Executive Officers;
- (iv) members of the Board of Directors;
- (v) members of the Fiscal Council;
- (vi) members of any bodies with technical or advisory functions created by statutory provision;
- (vii) any individual who, by virtue of their job, function or position in the Company, its Controlling Shareholders, its Subsidiaries or Affiliates, has knowledge of information relating to the Material Event;



- (viii) whoever has knowledge of information related to the Material Event, knowing that said information has not yet been disclosed to the market, especially to those with commercial, professional or trust relations with the Company, such as independent auditors, institutions in the distribution system, market analysts, advisors, lawyers, accountants, consultants and examiners;
- (ix) Managers who left the management of the Company prior to the public disclosure of the transaction or event that was initiated during their tenure.

4. APPLICABLE DOCUMENTS

Main documents and regulations related to the Disclosure Policy:

- CVM Resolution 44/21
- Law 6,385/76
- Law 6,404/76

5. DUTIES

The IRO, in the exercise of his functions regarding the disclosure of the Material Event, must ensure that the Company complies with law by fulfilling the following obligations:

- Keep track of regulations and update this Disclosure Policy whenever required by regulations;
- Obtain the necessary approvals from the Board of Directors for the updates, as required by regulations;
- Submit the Disclosure Policy and its updates to the CVM, through an electronic system available on the CVM website on the world wide web; and
- Ensure adherence of Bound People subject to the Disclosure Policy by signing the Term of Adhesion, attached to this document.

6. DEFINITION AND EXAMPLES OF MATERIAL EVENTS

6.1. For the purposes of this Disclosure Policy a Material Event is defined as any decision made by Controlling Shareholders, decisions made at a shareholders' meeting or by an administrative entity of the Company or its Subsidiaries, or any other act or fact of a political-administrative, technical, business or economic-financial nature occurred or related to the business, which could significantly influence:



- I – the quotation of Securities issued by the Company or backed on them;
- II – an investors' decision to buy, sell or preserve Securities;
- III – an investors' decision to exercise any right inherent in the condition of titleholder of Securities issued by the Company or backed on them.

Examples of potential Material Events may include but are not limited to the following:

- I. signing of agreement or contract for the transfer of the shareholding control in the Company, even if under conditions precedent or subsequent;
- II. change in control of the Company, including through execution, amendment or rescission of shareholders' agreement;
- III. execution, amendment or rescission of shareholders' agreement in which the Company is a party or an intervening party, or when it has been registered in the Company's books;
- IV. admission or departure of a partner who has an operational, financial, technological or administrative collaboration agreement with the Company;
- V. authorization for trading in the Securities issued by the Company in any market in Brazil or abroad;
- VI. decision to arrange for the cancellation of registration as a publicly-held company;
- VII. merger, consolidation or spin-off involving the Company or related companies;
- VIII. transformation or dissolution of the Company;
- IX. change in the composition of the Company's assets;
- X. change in accounting criteria;
- XI. debt renegotiation;
- XII. approval of stock options plan;
- XIII. change in the rights and privileges of Securities issued by the Company;
- XIV. stock split or reverse split or issue of bonus shares;
- XV. acquisition of Securities issued by the Company for the purpose of holding in treasury or cancellation, and disposal of such Securities;
- XVI. profit or loss of the Company and the distribution of earnings in cash;
- XVII. execution or termination of agreement, or failure to execute an agreement when the expectation of an agreement was public knowledge;
- XVIII. approval, alteration or cancellation of a project or delay in its implementation;
- XIX. start, resumption or suspension of the production or sale of products or provision of services;
- XX. discovery, change or development of technology or resources of the Company;
- XXI. change in the guidance announced by the Company;
- XXII. request for judicial or extrajudicial recovery, petition for bankruptcy or filing of lawsuit, administrative or arbitration procedure that may affect the economic and financial situation of the Company.



6.2. In addition to the examples described in item 6.1 above, it is the duty of the Company's Managers and IRO to analyze the concrete situations that may arise in the course of its operations, always considering their materiality, concreteness or strategic importance, in order to verify whether such situations whether or not they constitute a Material Event.

6.3. Notice to the Market: if the Company deems it necessary to disclose information that does not have the characteristics described in item 6.1 above, such disclosure may be made through a notice to the market. Examples, among others, of a notice to the market:

- I. clarifications to requests made by CVM and/or B3;
- II. public presentations to analysts and market agents;
- III. disclosure of information on the acquisition or disposal of relevant equity interest, as provided for in CVM Resolution 44/21; and
- IV. information that the IRO deems necessary or useful to disclose to the market, even if not required by regulation.

7. PROCEDURES FOR THE DISCLOSURE OF MATERIAL EVENTS

7.1. It competes to the IRO:

- Disclose and communicate to the markets and to the CVM any Material Event that occurred or related to the Company's business;
- Ensure the wide and immediate dissemination of the Material Event, simultaneously to all markets in which the Securities issued by the Company are admitted to trading;
- Assess the need to request the suspension of the trading of Securities issued by the Company, for the time necessary for the adequate dissemination of the Material Event, if it is imperative that the disclosure of the Material Event occurs during trading hours;
- Monitor the atypical fluctuations related to the trading of Securities of the Company or backed on them and inquire people with access to Material Events in order to ascertain whether they are aware of information that must be disclosed to the market under the terms of this Disclosure Policy; and
- Provide the CVM and the Stock Exchanges, when required by them, with additional clarifications to the disclosure of a Material Event.

7.2. Bound People shall report in writing, any Material Events they are aware of, to the IRO, who will arrange for their disclosure.

7.2.1. If the persons referred to in item 7.2 have any doubt about what constitutes a material event, they should immediately consult the IRO to clarify the doubt.



7.3. If the persons referred to in item 7.2 above have knowledge of a Material Event, and after the consultation referred to in item 7.2.1 above, they notice omission by the IRO in his duty to communicate and disclose, including as envisaged in the sole paragraph of article 6 of CVM Resolution 44/21, they will be exempted from any liability only if they inform the Material Event immediately to the CVM.

7.3.1. In case of atypical oscillation in the quotation, price or trading volume of Securities issued by the Company, or backed on them, the IRO should inquire the persons with access to Material Events to verify whether they have knowledge of the information that should be disclosed to the market.

7.4. The IRO must ensure that the disclosure of the Material Event as envisaged in items 7.1 and 7.5 of this Disclosure Policy is made before or simultaneously with the announcement of the information through any means of communication, including notice to the press, or in industry meetings or meetings with investors, analysts or a select public, in Brazil or abroad.

7.5. The disclosure of the Material Event should be made through at least one of the following communication channels: (i) mass circulation newspapers normally used by the Company; or (ii) at least 1 (one) news portal with a website that provides, in a free access section, the full information.

7.5.1. The disclosure of the Material Event in accordance with item 7.5 (i) above can be made in a summary form specifying the websites where the complete information must be available to all investors, in a content at least identical to that submitted to the CVM.

7.6. The disclosure and communication of the Material Event, including the summarized information referred to in item 7.5.1 above, should be made clearly and precisely, in a language accessible to the investing public.

7.7. Pursuant to paragraph 6 of article 3 and article 4 of CVM Resolution 44/21, the CVM can determine the disclosure, correction, amendment or republication of information about the Material Event, as well as, at any time, demand clarification from the IRO about the disclosure of the Material Event.

7.8. The disclosure of a Material Event should occur, whenever possible, before the start or after the close of trading on the B3.

7.8.1. If the Securities issued by the Company are simultaneously traded on stock markets in different countries, the disclosure of the Material Event should be made, whenever possible, before the start or after the close of trading in both countries, and in case of incompatibility, the trading hours of the Brazilian stock market shall prevail.



7.8.2. If it is necessary that the disclosure of the Material Event be made during trading hours, the IRO can simultaneously request to the Stock Exchanges to suspend trading on Securities issued by the Company, or backed on them, for the time necessary for the adequate dissemination of said material information, observing the procedures provided for in the regulations issued by the Stock Exchanges on the subject.

7.9. Given its exceptional nature, non-disclosure of material events related to the Company shall be the subject of a decision by the Controlling Shareholders or Managers, as applicable.

8. PROCEDURES RELATED TO THE MAINTENANCE OF CONFIDENTIALITY REGARDING UNDISCLOSED MATERIAL EVENTS

8.1. Except as envisaged in item 8.1.1 below, Material Events may, in exceptional cases, not be disclosed if the controlling shareholders or administrators believe their disclosure will put the company's legitimate interests at risk.

8.1.1. The Controlling Shareholders and/or Managers are obliged to immediately disclose any Material Event, either directly or through the IRO, if such information leaks or in case of atypical oscillation in the quotation, price or trading volume of Securities issued by the Company or backed on them.

8.2. The Managers of the Company can submit to the CVM the decision on the provision of information that has not been disclosed. The request should be sent to the SEP through: (i) an electronic correspondence to the institutional address of the SEP with the subject "request for confidentiality"; or (ii) a sealed envelope, in which the word "confidential" must be highlighted.

8.3. If CVM decides for disclosure of the Material Event, the stakeholder, or the IRO, as applicable, must immediately inform the Stock Exchanges and disclose it pursuant to item 7.1 above, of this Disclosure Policy.

8.4. In case of the item 8.1.1 above, the requirement stipulated in item 8.2 above shall not exempt the Controlling Shareholders and the Managers from their responsibility for disclosure of the Material Event.

8.5. Bound People who have access to a Material Event not yet disclosed to the market also have a duty to:



- Maintain confidentiality until its disclosure to the market by the IRO, refraining from sharing any information that may constitute a Material Event with third parties and family members who do not need to have access to the information due to the position held;
- Ensure that subordinates and trusted third parties also do so, responding jointly with them in the event of non-compliance with the duty of confidentiality;
- Not to provide or comment on the media, by any means of communication, including through the Internet or social networks, any information that constitutes a Material Event to which they have had access due to the position they hold until its disclosure to the public;
- Not to make any public statement regarding news published by the press on issues dealt with in meetings of the management bodies, committees or any administrative unit of the Company that have not been the object of previous official pronouncement through the IRO;
- Not to give interviews or make statements to the press about strategic information and related to Material Events of the Company before the official disclosure of such information by the Company;
- Share information that may characterize a Material Event only with people directly involved with the matter and not discuss information that may constitute a Material Event (i) in public places or in the presence of third parties who are not aware of them, or (ii) in telephone conferences and virtual meetings in which it is not possible to be sure who the people who can actually participate are;
- Observe the procedures related to the access, storage and sharing of confidential information provided for in the Company's rules regarding the protection and use of information technology assets, on the Company's premises and in external locations from which the Bound People access such information;
- Keep the means in which the information that may constitute a Material Event are stored and transmitted, in order to restrict any unauthorized access;
- Respond promptly to any request for clarification from the IRO regarding the verification of the occurrence of a Material Event; and
- Observe the restriction on the trading of Securities issued by the Company under the terms of the Trading Policy of Securities.

9. INFRACTIONS, SANCTIONS AND PENALTIES

9.1. The Bound People undertake to respect and comply with all the provisions of this Disclosure Policy, whose non-compliance will subject them to the penalties provided for in Law 6,385/76, and in CVM Resolution 44/21.

9.2. In addition to potential repercussions in the civil, administrative and criminal spheres, the violation of the provisions of this Disclosure Policy will subject the Bound Person to respond to an internal disciplinary procedure, which may even result in the termination of the employment contract or termination of the relationship of provision of services to the Company, Subsidiaries or Affiliates, as the case may be.



9.3. Any violations of this Disclosure Policy made by Bound People must be immediately communicated to the IRO.

9.4. The provisions of this Disclosure Policy do not remove the responsibility, arising from legal and regulatory requirements, imputed to third parties not directly linked to the Company and who are aware of Material Event.

10. GENERAL CONDITIONS

10.1. By resolution of the Company's Board of Directors, at a meeting held on 07/24/2002, the Company adopted this Disclosure Policy, which was updated, as resolved by the Board of Directors, at meetings held on 08/29/2007, 09/24/2014 and 11/10/2022.

10.2. The Company will formally communicate the terms of this Policy, highlighting the changes approved by the Board of Directors on 11/10/2022, to the Bound People.

10.3. Any alterations, amendments or modifications in the terms of this Disclosure Policy must be approved at a specially convened Board of Directors meeting, and communicated to the Bound People.

10.4. The Company will maintain at its headquarters the list of Bound People and their respective qualifications, indicating their position or function, address and corporate taxpayers registration number (CNPJ) or individual taxpayers registration number (CPF), always updating it that there is modification.

10.5. The approval or amendment to this Disclosure Policy will be communicated to CVM and the Stock Exchanges, accompanied by a copy of the resolution and the entire content of this Disclosure Policy.

10.6. Any omissions in this Disclosure Policy shall be appraised by the IRO and when required, forwarded to the Board of Directors for deliberation and approval.



11. ANNEX - TERM OF ADHESION

TERM OF ADHESION WITH THE POLICY ON THE DISCLOSURE OF MATERIAL EVENT OF CPFL ENERGIA

By this instrument, I, [name], [marital status], [profession], bearer of identity card (RG) No. _____, issued by _____ and inscribed in the individual taxpayer registry (CPF/MF) under No. _____, resident and domiciled at _____, in the city of _____, state of _____, henceforth called "Declarer", in the capacity of [indicate position, function or relationship with the Company] of the [Company], a corporation headquartered in the city of _____, state _____, inscribed in the corporate taxpayers registry (CNPJ/MF) under No. _____, henceforth called "Company", hereby adheres, through this Term of Adhesion, to the Policy on the Disclosure of Material Event of CPFL Energia S.A. and declare (i) to be fully aware of the terms and conditions contained in the Policy on the Disclosure of Material Event of CPFL Energia S.A., and (ii) to be aware that it is obliged to faithfully observe its terms and conditions.

[place and date]

[name of declarer]

Witnesses:

1. _____

Name:

CPF/MF no.

RG no.

2. _____

Name:

CPF/MF no.

RG no.