

AQUILA^Y
CAPITAL



Aquila Capital Remuneration Policy

Information about the document

Title	Aquila Capital Remuneration Policy
Scope of application	Aquila Capital (including its branch offices and subsidiaries)
Type of document / Level	Policy / L1
Valid from	01.02.2025
To be signed	No
Department and person in charge	Human Resources Shruti Pai / Melanie Döhler

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1. Objectives

This Remuneration Policy (“Policy”) has the following objectives:

- Implementation of legal and regulatory requirements in Aquila Capital’s remuneration system.
- Creation of an appropriate, standardised, transparent compensation systems for managers and employees of Aquila Capital geared towards the sustainable development of the enterprise.

2. Classification

Please see chapter 3.1

3. Contents

3.1. Preamble

The following Policy applies to all employees (this includes in particular salaried employees as well as managing directors) of Aquila Capital (meaning Aquila Capital Investmentgesellschaft mbH including its branch offices and subsidiaries within the meaning of §§ 15 et seq. AktG)

Aquila Capital Investmentgesellschaft mbH (hereinafter “ACI or the “AIFM”) is obligated to report on and disclose information on its general remuneration policies, the compensation system used and the amounts of compensation paid. In accordance with Article 5 (1) of Regulation (EU) 2019/2088, the Company will publish a brief description of its remuneration strategies on its website, addressing in particular the inclusion of sustainability risks.

The Policy and remuneration systems are especially based on the following legal principles including but not limited to:

- Directive 2011/61/EU issued by the European Parliament on June 8, 2011
→ **AIFM Directive**
- Guidelines of the European Securities and Market Authority which refer to the Alternative Investment Fund Manager Directive of July 3, 2013, last amended March 31, 2016
→ **ESMA-Guidelines AIFMD**
- Guidelines of the European Securities and Market Authority which refer to the OGAW V and AIFMD of March 31, 2016
→ **ESMA Guidelines OGAW V/AIFMD**
- Paragraph 37 of the Kapitalanlagegesetzbuch [Capital Investment Code]
→ **Compensation Systems and Directive Powers of the KAGB**
- Article 5 of Regulation (EU) 2019/2088 of the European Parliament and of the Council of November 27, 2019 on sustainability-related disclosures in the financial services sector
→ **Disclosure Regulation (as far as applicable)**

3.2. Aquila Capital’s Compensation Strategy

Employee compensation plays a decisive role in successfully implementing Aquila Capital’s strategic business goals. Accordingly, the compensation strategy is directed towards promoting a customer-oriented business model, with a reasonable employee-compensation practice that is flexible and consistent within the range of Aquila Capital’s capital and liquidity capacities and the customers’ interests. Aquila Capital’s employee-compensation strategy is also based on considerations of proportion that arises from the general principle of proportionality, whereby ACI implements the regulatory provisions in a way that is reasonable and in accordance with volume, internal organization, extent, complexity and degree of risk of transactions.

With this in mind, Aquila Capital’s compensation strategy pursues the following six goals:

1. Promoting a customer-oriented business strategy that ensures employee talent can be acquired and can become committed across various business areas.
2. Supporting long-term success and enduring development of the Aquila Capital as well as maintaining the risk strategies deriving from this.
3. Supporting long-term growth and a corporate culture based on cost discipline and efficiency.
4. Ensuring solid compensation practices through risk adjustment in earnings, preventing taking on unreasonably high risks, compatibility with ACI’s capital and liquidity planning as well as observing all oversight regulations and regulatory requirements.
5. Cementing the goals pursued by ACI such as being customer-oriented, providing professional service and acting as a good partner, as well as ensuring long-term profitability of its products.
6. The avoidance of inappropriate environmental, social and governance sustainability risks.

On the basis of these goals, Aquila Capital has established the following principles for employee compensation:

- Use of a simple and transparent compensation system, which is oriented toward long-term success of the products managed on behalf of the customers.
- Compensation aligned toward long-term profitability of Aquila Capital, taking into account risks and capital costs.
- Maximizing employee performance and business results in the long term.
- Finding and committing the best employee talent.
- Calibrating compensation over various areas, functions and levels of responsibility.
- Meeting regulatory requirements and requirements of oversight authorities.

Particular attention is given in relation to control functions to ensure that their remuneration does not lead to conflicts of interest – e.g. bonuses are not linked to the profits of the business. In general, their remuneration is based on the achievement of objectives linked to their functions, independent of the performance of the business areas they control. Compensation to employees may not be in any form which may lead to unacceptable conflict with the interests of the customer. This applies in particular to employees in sales and procurement and also applies to the target goals. This Policy is also intended to avoid inappropriate sustainability risks from the environmental, social and corporate governance areas. To this effect, each employee must comply with the Aquila Capital’s ESG Integration Policy and Good Governance Policy.

3.3. ACI Remuneration Committee

The Policy is governed by the ACI Remuneration Committee (“ACI RemCo”), which is mandated by, and reports to, the ACI Board of Directors (BoD). By virtue of a board resolution, the BoD has delegated its decision-making powers in regards of respective remuneration decisions to the ACI RemCo.

The ACI RemCo is chaired by an independent Non-Executive Director and is the supervisory body that approves all remuneration policy matters for Aquila Capital. The ACI RemCo is an independent institution which checks regularly, at least once every calendar year, that the compensation strategy is being correctly implemented. In this examination it works closely with the Compliance department. The examination in particular looks at whether the compensation system is working as intended and whether it is in compliance with national and international laws, principles and standards. The BoD is involved prior to substantial changes or adjustments to the Remuneration Policy. The ACI RemCo consists of at least four permanent members, whereby the chairperson of the committee is an external party without functional responsibility within Aquila Capital and who has a veto right. The ACI RemCo intends to meet regularly at least three times a year and must meet at least once every calendar year. The Remuneration Committee has access to all data and information required for its tasks.

3.4. Calculation of Compensation

The total compensation of employees of Aquila Capital (hereafter "Total Compensation") is made up of two parts:

1.	Fixed compensation	monthly salary, pension contribution, company car, and (where applicable) monthly public-transportation ticket, housing allowance etc.
2.	Variable compensation	bonus, commission, special payments
=	Total Compensation	

Within the total compensation, the fixed and variable components must be in a reasonable proportion to one another. In addition, in line with special requirements for the compensation of certain categories of employees, Aquila Capital complies with the BaFin guidance according to which variable components are generally in a reasonable proportion to fixed components if the variable remuneration for each individual does not exceed 300% of the fixed remuneration.

3.4.1. Fixed Compensation

The **fixed compensation** is based on the value of the job position/function exercised in accordance with market circumstances. Factors relevant to the compensation include: the skills, previous education and job experience of the employee as well as the qualifications called for. The amount of the fixed compensation is calculated to ensure that the employee is not significantly dependent upon the variable compensation. Accordingly, the fixed compensation for managing directors, other management personnel and salaried employees is high enough to ensure reasonable compensation even in the event no variable compensation is paid. In addition to the base compensation, Aquila Capital supports its employees (where agreed in the employment contract on a case-by-case basis) with a company retirement plan consisting of a fixed amount of contribution. In addition, Aquila Capital (where agreed by contract) provides supplementary payments for monthly public-transportation tickets and in cases where it may be required, also provides housing allowance. Aquila Capital also provides employees (where agreed by contract and in line with the Car Policy) with a company car.

3.4.2. Variable Compensation

In addition to the fixed compensation, Aquila Capital under certain conditions also provides for **variable compensation** for its employees in the form of bonuses and/or commission. Guaranteed

variable compensation can only be paid in exceptional cases in connection with the hiring of new employees and is limited to the first year. Variable remuneration including any guaranteed variable compensation, cannot exceed 300% of fixed compensation.

3.5. Calculation of the fixed and variable compensation

The amount of variable compensation depends upon the following factors:

- success of the company,
- the risk profile,
- the individual's contribution to the company's success and
- the particular department's performance,
- investment performance,

at the level of Aquila Capital, the AIFM and/or the AIF. Criteria on which the variable compensation may be based are listed in the appendix "Criteria for Variable Compensation" (Annex 1) for the various employee groups.

With regard to the variable compensation component, Aquila Capital has established a bonus pool, taking into account the risk profile and risk developments. in the companies (i.e. the AIFM and/or AIF). Whether and in what amount a variable compensation is paid is decided on an annual basis retrospectively, adjusted with regard to profit and risk.

3.6. Evaluation of variable compensation for employees with a supervisory function

Where the employee being assessed for variable compensation is an employee with a supervisory function, the variable compensation must focus on the function specific responsibilities of the supervisory body. Although the variable compensation to an employee with a supervisory function may be based on criteria dependent upon a company's situation. If this is the case this additional risk of a conflict of interest must also be taken into account in calculating the variable compensation.

3.7. Salary Increases / payment of bonuses and commissions

In general, salary increases as well as bonuses and commissions are undertaken/paid in the second quarter of each year.

Salary increases at intervals of less than a whole year may be undertaken as an exception due to internal reorganization or restructuring. They require an official request and consent given by the Compensation Committee.

Bonuses and commissions as a rule are deemed voluntary payments by Aquila Capital, which do not establish an entitlement to future bonus and commission payments. In addition, to the degree to which the employee has reached individual targets, they will also depend upon the company's earnings in the past fiscal year and are only paid upon the condition that the employment has not been terminated.

3.8. Identified Staff (Risk Takers and Control Functions)

In view of regulatory requirements, there are special conditions applying to the entitlement to bonuses and commissions and their payment and withholding in the case of identified staff (

According to the ESMA Guidelines Guidelines on sound remuneration policies under the AIFMD (ESMA/2013/ 232, the following categories of staff, unless it is demonstrated that they have no material impact on the AIFM's risk profile or on an AIF it manages, should be included as the identified staff:

- Executive and non-executive members of the governing body of the AIFM, depending on the local legal structure of the AIFM, such as: directors, the chief executive officer and executive and non-executive partners.
- Senior management
- Control functions
- Staff responsible for heading the portfolio management, and human resources
- Other risk takers such as: staff members, whose professional activities – either individually or collectively, as members of a group (e.g. a unit or part of a department) – can exert material influence on the AIFM’s risk profile or on an AIF it manages, including persons capable of entering into contracts/positions and taking decisions that materially affect the risk positions of the AIFM or of an AIF it manages. Such staff can include, for instance, salespersons, individual traders and specific trading desks.

Hereinafter “Risk Taker” and/or “Control Functions”, also collectively referred to as “Identified Staff”

3.8.1. Risk Taker Analysis

To identify Risk Takers (other than control functions), Aquila Capital has carried out an extensive analysis of the company structures under consideration of the principle of proportionality. It was examined whether the company director and the employees at all levels of hierarchy may be classified as Risk-Taker due to their function, influence on risk, or their compensation. The following types of employees are found to be Risk Taker (or comparable roles):

- All managing directors and/or members of the Board of Directors involved in the operative core business of Aquila Capital
- Employees in Corporate and Investment Management functions
 - o COO
 - o CEO / Speaker of the Board of Directors
 - o CRO
 - o CFO
 - o CIO Energy Transition
 - o CIO Private Debt & Diversified Infrastructure
 - o Head Client Advisory
 - o Global Head of Sales
 - o Head Fund Management (across all asset classes)
 - o Head ESG
 - o Head Asset Management (or comparable roles)
 - o Head Product Structuring & Legal
 - o Head Real Estate
- All employees in the role of Head Investments (in all investment classes)
- All employees in the role of Senior Investment Director
- All employees in the "Sales" functions

3.8.2. Control Functions Analysis

Under the AIFM Directive control functions are defined as “staff (other than senior management) responsible for risk management, compliance, internal audit and similar functions within an AIFM (e.g. the CFO to the extent that he/she is responsible for the preparation of the financial statements).”

The following types of employees are found to be control functions (or comparable roles):

- COO
- CFO
- CRO
- Chief Compliance & Governance Officer
- Head Legal
- Head Corporate Compliance
- Deputy Head of Risk
- Head Audit
- Team Head – Financial Crime Compliance
- Head Human Resources
- Head Data & Digital Office

3.8.3. Deferrals

Due to the special regulatory requirements applied to Identified Staff, bonus and commission entitlements will arise over several years (hereafter "deferral") and under certain circumstances may be paid out in the form of financial instruments.

The deferral of bonuses and commissions is undertaken for the various functions at Aquila Capital as follows:

	Payment of maximum base amt.*	Payment of immediate share*	Payment of deferred share			
			Year 0**	Year 1	Year 2	Year 3
Standard AIFM function (All others than Sales & IM)	20,000 EUR	50%	0%	0%	25%	25%
Sales	10,000 EUR	50%	0%	0%	25%	25%
Investment Management	10,000 EUR	50%	0%	0%	25%	25%

In order not to subvert the goal set out by the compensation guidelines of having this based on risk, the identified employees are prohibited from entering into hedging strategies or insurance policies which serve the purpose of insuring against the risk of a reduction in their compensation.

*: Payment of a base amount applies only to employees whose bonus for the past fiscal year exceeds 10,000 or 20,000 Euros.

** : The Year 0 is defined as the first year of payment following the year being observed.

Calculation example:

An employee (Risk Taker) in the sales area is to receive a bonus in the total amount of 50,000 EUR for the year 2022 (period under consideration). In this case, the respective pro-rate bonus entitlements arise over time under the above-mentioned conditions as follows:

	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
Sales	30.000 EUR	-	-	10.000 EUR	10.000 EUR
	Base amount + 50%	0%	0%	25%	25%

3.8.4. Additional requirements for Control Functions

According to the AIFM Directive the variable remuneration of Control Functions must be in an appropriate ratio to the fixed remuneration and the remuneration structure of Control Functions should not compromise their independence or create conflicts of interest in their advisory role to the remuneration committee. The remuneration of Control Functions should therefore have a focus on fixed remuneration. In light of these considerations, a guiding principle for the required primarily fixed structure of the total remuneration of employees of the control units, a maximum achievable variable remuneration of no more than one-third of the total remuneration, is considered appropriate. Exceeding this guiding principle is only permissible in particularly justified exceptional cases.

3.9. Malus regulation and repayment demand for Identified Staff

Prior to them becoming payable, entitlements to deferred bonuses and commissions must be acquired on a yearly basis in the course of year-end employee reviews.

The entitlements are additionally dependent upon the following factors, regardless of regular interval schedules:

- Performance development of individual products and clients throughout the term
- Reaching of previously determined target returns for investors
- Liquidity and earnings situation of individual business areas
- Existence of risk positions based on trade activity within Aquila Capital

The relevant time period relates to a period of five years ("assessment period") after the previous, relevant financial year.

Negative results by an employee or a certain degree of failure to reach target in the calculation period will prevent the arising of entitlement to bonuses and commissions in their full amount or may lead to full loss of the entitlement. The entitlement of variable compensation will not arise in particular in the following cases:

- The employee has taken part in and/or is responsible for actions that have resulted in substantial losses for Aquila Capital.
- The employee has failed to meet external and/or internal regulations regarding his suitability and conduct.

Further, all bonuses and commission paid, to the extent allowed by law, will be subject to possible repayment ("claw-back" provision). This includes payments made on the basis of facts which subsequently are discovered to be incorrect.

3.10. Compliance

Any claim to payment under the above-described compensation system is conditional upon the employee's conduct being in conformance with the rules outlines under Aquila Capital's Compliance Framework.

If an employee does not comply with law or regulatory or supervisory requirements or breaches internal requirements such as Aquila Capital's compliance principles or rules, applicable group or company guidelines (for example, the Code of Ethics or the ESG Policy) or corporate values of Aquila Capital committed by the employee in his/her work will factor into the annual calculation of bonuses and commissions. Any such conduct may lead to substantial reductions in or full loss of variable compensation.

3.11. Good-Leaver and Bad-Leaver Provisions (Identified staff)

If an employee identified as a Identified Staff departs the company at his own request during a calculation period or his employment is terminated by the company within this period on grounds of conduct, person or otherwise for good cause without notice, this prevents the arising of deferred entitlements of bonuses and commissions. For termination of a particular so-identified employee by Aquila Capital which is not based on fault, misconduct or the person of the employee, the entitlement to compensation under the conditions set out by 3.9 through 3.12 above will remain in place.

3.12. Free Discretion; Extinguished Claims

3.12.1. Free Discretion

Should an employee receive variable compensation under this Policy, this is considered a voluntary payment which remains at the free and sole discretion of the respective company of Aquila Capital and to which the employee does not acquire any further right to payment/repeated payment. The special payment serves to honor performance and as an incentive for future company loyalty in accordance with regulatory and supervisory requirements. Aquila Capital will make a new decision each year as to whether and in what amount it will pay variable compensation. The payment of variable compensation does not establish any right of employee to claim such payments in future, including in the event the variable compensation has been paid repeatedly.

3.12.2. Extinguished Claims

Any claims for unpaid fixed or variable compensation will expire if not asserted toward the debtor within three (3) months. This limitation period begins at the time the entitlement comes about and the employee becomes aware of the circumstances, giving rise to the claim (or is unaware of them due to own gross negligence). Failure to observe this limitation period will lead to loss of the claim. If the debtor denies the claim or does not respond within one (1) month after the claim has been asserted in accordance with the above, the claim is then deemed to expire if it has not been brought before a court within three (3) months after the denial or the expiry of the response period.

The preclusion terms regulated in the preceding paragraph do not apply in the case of indispensable statutory claims (e.g. MiLoG), claims due to injury to life, body or health as well as in the case of intentional breaches of duty.

3.13. Clearing Proceeding

Disputes in connection with compensation claims will where possible be settled in a clearing proceeding. Further details regarding the clearing proceeding are set out in the Annex "Clearing Proceeding" (Annex 2).

3.14. Remuneration Policy

The Policy shall apply until such time as it is replaced by a new, altered version. Amendments and supplements to or deletions from the Remuneration Policy require the consent of the Aquila Capital's Remuneration Committee.

4. Appendix

Annex 1: Criteria for Variable Compensation

Annex 2: Clearing Procedure

4.1. Definitions & Glossary

Term	Explanation
AIF	<p>Alternative Investment Fund:</p> <p>According to Art. 4 of the AIFM Directive, an AIF is any collective investment undertaking, including its subfunds, which collects capital from a number of investors in order to invest it in accordance with a defined investment strategy for the benefit of those investors and which does not require authorization pursuant to Art. 5 of Directive 2009/65/EC (UCITS Directive - Undertakings for Collective Investment in Transferable Securities Directive).</p>
AIFM	<p>Alternative Investment Fund Manager</p> <p>An AIFM is any legal entity whose regular business is to manage one or more AIFs.</p>

Annex 1: Criteria for Variable Compensation

Generally, any potential variable compensation for Aquila Capital employees is based on the reasonable discretion of Aquila Capital. Whether and to which extent a variable compensation is paid is decided on an annual basis retrospectively, adjusted with regard to profit and risk.

The following (general) criteria are taken into account when exercising the reasonable discretion calculating variable compensation:

- success of Aquila Capital,
- the risk profile,
- the individual's contribution to Aquila Capital's success, usually defined via a target agreement (if such an agreement is concluded),
- the particular department's/area's/investment performance, and
- requirements of regulatory provisions.

The criteria on which the variable compensation is calculated are broken down into various employee groups. Criteria differentiate between the following employee groups:

- AIFM functions/Other,
- Sales and
- Investment Management.

Depending on the employee group, there are differing contractual agreements taken into account for calculation of variable compensation. For Sales employees there are Incentive Plans which define the terms and conditions of receiving a variable remuneration. Apart from that, employees may agree on yearly targets which are taken into account when exercising the reasonable discretion for calculation of variable compensation:

- AIFM functions/Other:
 - Yearly target agreement
- Sales:
 - Yearly target agreement and/or
 - Incentive Plan for Sales,
 - Framework Ticket Agreement
- Investment Management:
 - Yearly target agreement

Each calendar year, Aquila Capital may within the first quarter define personal targets with the respective Aquila Capital employee, in which individual performance is assessed on the basis of last year's end-rating. In case Aquila Capital and the employee fail to agree on any such target agreement, Aquila Capital may, at its discretion, unilaterally determine appropriate targets for the employee for the respective year. If no personal targets are agreed at all, these are not taken into account while exercising the discretion for calculating a potential bonus payment.

Annex 2: Clearing Proceeding

1. Disputes in connection with compensation claims will where possible be settled in a clearing proceeding.
2. In this respect the claimant may invoke a judge of a labor court as mediator.
3. The mediator chooses the form of the proceeding at his discretion.
4. The participants are aware that disclosure of facts in mediation may involve the other party gaining knowledge favorable to their case. The participants, however wish open discussion, are aware of the risks and will consider, each at its own risk, what it chooses to disclose and what it prefers to disclose only to the mediator in confidence. The following confidentiality provision does not protect against this risk. It does however ensure that matters involved in the mediation, in particular admissions or confessions of fault, remain confidential.
5. The participants in a mediation agree to maintain confidentiality throughout the course of the mediation. This applies in particular to any recommendations, admissions of fault, offers of settlement or other declarations made by either party as well as the responses to these. Also, in any eventual court proceeding, these matters may not be submitted. The participants expressly waive the right to name the mediator or another participant in a prior mediation process as witness for evidence before a court (this includes the parties themselves). Submissions and offers of evidence made to a court in violation of this provision will be inadmissible.
6. The participants in a mediation may not name the mediator in any subsequent court proceeding as witness for facts which may have become known to the mediator during the clearing proceeding in its capacity as mediator. Submissions and offers of evidence made to a court in violation of this provision will be inadmissible.
7. The participants in a mediation are obligated to take part in oral hearings as ordered by the mediator and to make their best effort to reach an amicable solution with the aid of the mediator.
8. Court litigation should only be initiated if the mediation has been declared toward the other party as failed, by either party in writing or by the mediator. Final failure of mediation may not be declared before
 - a) the claimant has made at least three proposals for dates for oral hearings without a first oral hearing having come about,
 - b) at least one oral hearing has been held with personal attendance of the parties, or
 - c) three months has passed since request for mediation was served on the respondent.
9. Limitation and expiry periods are deemed suspended once the request for mediation has been received. This contractual suspension of limitation will cease upon expiry of the last calendar day of the month in which the mediation has been properly declared to be failed. If the clearing proceeding comes to a standstill due to the fact that the participants no longer pursue it, then the contractually agreed suspension of limitation is deemed to cease six months after expiry of the calendar month in which the last action in the proceeding was taken by either the participants or the mediator. The legal provision on suspension of limitation periods remains unaffected thereby.
10. Filing of court action, in particular in order to suspend a limitation/expiry period, is allowable at all times. The participants however mutually agree to seek or move to have any such court action declared at rest/suspended until such time as the clearing proceeding is complete.
11. The costs of the clearing proceeding will be borne by the company which employed the employee involved during the period in dispute. If the employee during the period in dispute was employed by several companies or if several companies are involved, then the companies will bear the costs pro rata. Cost distribution between the companies will be determined by the mediator upon completion of the clearing proceeding. The company/companies will enter into a separate agreement with the mediator regarding mediator's (fee) costs, made on the basis of a framework agreement with the Company. The mediator will be entitled to a compensation under this agreement. Each participant will bear own costs of legal counsel and other disbursements.