

**Remuneration policy
in ALTUS Towarzystwo Funduszy Inwestycyjnych S.A.**

*approved under resolution no12 of the Supervisory Board, dated October 10, 2016 r.
with amendments approved under resolution no 3 of the Supervisory Board dated May 30, 2017.*

§ 1

1. Pursuant to Art. 47a of the Act on investment funds and the management of alternative investment funds of 27 May 2004 (consolidated text, Journal of Laws of 2014, item 157), hereinafter referred to as the "Act", and § 2 of the Regulation of Minister of Finance of 30 August 2016 on specific requirements to be satisfied by remuneration policies of investment fund companies (Journal of Laws of 2016, item 1487), hereinafter referred to as the "Regulation", the following remuneration policy of ALTUS Towarzystwo Funduszy Inwestycyjnych S.A. has been adopted.
2. The remuneration policy has been formulated by the Management Board and approved by the Supervisory Board of the Company, following an assessment by the Remuneration Committee.
3. The remuneration policy has been developed and will be updated in keeping with the following objectives:
 - a. appropriate and effective risk management and elimination of risks inconsistent with the risks profiles, investment policy, investment strategies, bylaws of investment funds managed by the Company,
 - b. supporting the implementation of ALTUS TFI's business strategy,
 - c. prevention of conflicts of interest.

Definitions

§ 2

Definitions and abbreviations found in this remuneration policy shall **have the following meaning**:

- 1) **Supervision Inspector** – an individual in charge of supervision of compliance at ALTUS TFI.
- 2) **Individual on a key position** – an individual whose work has a considerable impact on the risk profile of the Company or the investment funds managed by the Company employed with the Company or appointed by the Company as one of the following:
 - a. Member of the Management Board,
 - b. Manager,
 - c. Department Director,
 - d. Supervision Inspector,
 - e. Internal Auditor,
 - f. Risk Manager.
- 3) **Policy** – this Remuneration policy in ALTUS Towarzystwo Funduszy Inwestycyjnych S.A.
- 4) **Supervisory Board – the Supervisory Board of ALTUS TFI.**
- 5) **Risk Manager** – an individual in charge of risk management operations at ALTUS TFI.
- 6) **Internal Auditor** – an individual in charge of internal audit operations at ALTUS TFI.
- 7) **The Company, ALTUS TFI** – ALTUS Towarzystwo Funduszy Inwestycyjnych S.A.
- 8) **Management Board – the Management Board of ALTUS TFI.**
- 9) **Manager** – a natural person responsible for investment decisions on behalf of investment funds managed by the Company, employed with the Company, save for entities entrusted by the Company with management of investment portfolios of a managed investment fund or funds.

§ 3

1. The policy specifies the rules of remuneration of individuals on key positions, including the rules of awarding variable pay components contingent on the results to such individuals as well as rules of remuneration of members of Supervisory Board.
2. The remuneration of employees, specifically individuals on key positions, shall be paid solely from the Company's funds, in keeping with the scale of business and the financial situation of the

Company, its objectives, including the rules associated with investor and client security, observation of internal rules and procedures as well as the function fulfilled by a given individual.

3. If the remuneration is composed of fixed components and variable components contingent on the results, the fixed components should make up at least as large a portion of the total pay as to allow pursuing a flexible policy on variable pay components contingent on the results.
4. When concluding contracts with employees, specifically with individuals on key positions, the Company shall make sure that any payments arising out of early termination of such contracts reflect the performance of such employees in a long term perspective (i.e. at least 2 years; for individuals whose employment is shorter than 2 years – the period of time since the commencement of employment) and that the terms of such payments prevent compensating poor work performance.
5. Towarzystwo does not pay out or grant any discretionary retirement benefits.

Variable pay components contingent on the results

§ 4

1. The Company may award or change the rules of awarding variable pay components contingent on the results to individuals on key positions only once in every calendar year.
2. An individual on a key position may be entitled to receive a variable pay component contingent on the results only once in every calendar year.
3. Variable pay components contingent on the results shall include specifically the Management Options Plan attached hereto as Appendix no. 1.
4. Variable pay components contingent on the results shall not act as an incentive to take excessive risk in the Company's business.
Guaranteed variable pay components contingent on the results are of exceptional nature and may only be granted at the time of employment, and are limited to the first year of employment.
5. The basis of awarding variable pay components contingent on the results should be an assessment of the performance of an individual or organisational unit in respect of general performance of the Company, and in case of the Managers – also in respect of the performance of the funds that they manage. The assessment of individual performance of a given individual shall cover the financial and non-financial criteria. The general results of Towarzystwo or Fundusz should account for the level of risk involved, in particular liquidity risk, credit risk and concentration risk, and should also be based on the audited financial statements for the financial year of Towarzystwo or Fundusz.
6. The assessment of the performance, upon which the award of variable pay components is contingent, shall cover data from the last two financial years; in case of individuals whose employment is shorter than 2 years – data from the time since the commencement of employment.
7. Variable pay components contingent on the results shall not be granted nor payable in a calendar year in which the Company has not reached a positive financial result, if granting or payment thereof would limit the capability of Towarzystwo to increase its equity, could have a negative impact on the stability of Towarzystwo, or could have a negative impact on the capacity to fulfill its due financial obligations.
8. The paid variable pay components contingent on the results should be subject to appropriate suspension time; the minimum suspension time should comply with the long-term strategy of the Company or the objectives and investment policy of funds. Suspension time shall mean a period of time when the variable pay components contingent on results in the form of financial instruments, to which an individual acquires rights or which have been paid in other form, are not subject to disposal and buyout.
9. The acquisition of a right to payment of at least 40% of the value of variable pay components contingent on results by an individual on a key position should be deferred. The payment of the deferred portion of variable pay components contingent on results should be made in instalments over a period of 3 years (in cases justified by the period for which an investment fund was created, the results of which remuneration is dependent on, the time range of investment recommended for the given participant of said fund, the redemption policy of shares in the given funds, the nature of

risk of operations carried out by Towarzystwo or the given fund, or the scope of obligations of the given person, the payment of 40% of the payable Realization Amount may be deferred for a period longer than three years but not longer than five years), whereas the first instalment is paid after 12 months of the day of establishment of the total value of variable pay components contingent on results. The acquisition of a right to payment of variable pay components contingent on results by an individual on a key position under particular instalments may take place following an assessment of the performance of that individual made by the Company including the performance of the organisational unit where the individual is employed and the performance of the individual in the course of the suspension time. ch the

10. Unless the bylaws of the fund state otherwise and provided that it is consistent with the interests of the fund participants and the risk profile of the fund, at least 50% of the value of variable pay components contingent on results should be paid to individuals on key positions, in the form of participation units or investment certificates acquired by such individuals, the purchase price of which shall be paid by the Company in connection with the individual's involvement in the making of investment decisions on the investment portfolio of the fund managed by ALTUS TFI. It is considered that payment in the form indicated in the sentence above, is not consistent with the interest of funds participants, in particular if:
 - a) the Company has outsourced management of investment portfolio of a fund or its part to a third party entity,
 - b) issued investment certificates directed only to the current participants or entities indicated in resolutions of meetings of participants – unless, the participants express their consent to offer investment certificates to individual on key positions.
11. If the individual on a key position or organisational unit whose member that individual is fails to meet the criteria for award of variable pay component in one of the three consecutive annual settlement periods following the settlement period in which they have been awarded the variable pay component, the Company may refuse to pay a portion of the awarded variable pay component for that settlement period in which the individual on a key position or the organisational unit whose member that individual is failed to meet the criteria for award of variable pay component contingent on results.

Remuneration of individuals on key positions, save for members of the Management Board and Supervisory Board

§ 5

1. A fixed remuneration of individuals on key positions is specified in a document where the legal form of employment is defined.
2. Variable pay components contingent on the results may be awarded by the Management Board to individuals on managerial positions other than the members of the Management Board or Supervisory Board on the basis of:
 - a. financial result of the Company; for Managers also the financial results of the funds that they manage;
 - b. work quality and personal workload as measured by clearly defined criteria; work quality assessment should in particular include the compliance by the given Person holding a key position in terms of internal procedures of Towarzystwo and generally applicable regulations concerning the operations of Towarzystwo or investment funds.

Remuneration of the members of Management Board

§ 6

1. The amount of fixed and variable remuneration contingent on the results of the members of the Management Board is set by the Supervisory Board of the Company.

2. Variable pay components contingent on the results are awarded to the members of the Management Board on the basis of the results achieved by the Company depending on the individual labour input of particular members of the Management Board and the involvement in operational and control activity.
3. Variable pay components contingent on the results are awarded to the members of the Management Board on the basis of:
 - a. financial result of the Company; for Managers also the financial results of the funds that they manage;
 - b. work quality and personal workload as measured by clearly defined criteria; work quality assessment should in particular include the compliance by the given Person holding a key position in terms of internal procedures of Towarzystwo and generally applicable regulations concerning the operations of Towarzystwo or investment funds.
3. Specific rules of awarding variable pay components contingent on results to the members of the Management Board are set forth in the Management Options Plan attached hereto as Appendix no. 1.

Remuneration of Risk Manager, Supervision Inspector and Internal Auditor

§ 7

The Risk Manager, Supervision Inspector and Internal Auditor are remunerated for accomplishment of individual objectives arising from the function they fulfil. Their remuneration may not be contingent on the results achieved in the areas of operation of ALTUS TFI subject to their control.

Remuneration of the members of Supervisory Board

§ 8

1. A member of the Supervisory Board may not receive a variable remuneration in connection with the function that they fulfil, whereas variable remuneration shall not refer to remuneration paid in a fixed amount determined by the number of meetings of the Supervisory Board.
2. A member of the Supervisory Board who meets the independency criterion shall receive a fixed remuneration in connection with the function that they fulfil. The amount of the fixed remuneration is set by the General Meeting of Shareholders.
3. A member of the Supervisory Board who meets the independency criterion may be awarded extra fixed remuneration for participation in standing committees founded within the Company. The amount of the extra fixed remuneration is set by the General Meeting of Shareholders.
4. A member of the Supervisory Board who fails to meet the independency criterion shall not receive any remuneration for the fulfilment of their function.
5. The independency criterion referred to in this section is met by a member of the Supervisory Board who satisfies the independency criterion as defined in Rule II.Z.4 of the 2016 Good Practices of WSE listed companies attached to the Resolution no. 26/1413/2015 of the Board of Giełda Papierów Wartościowych w Warszawie S.A. with its registered office in Warsaw of 13 October 2015.

Supervision

§ 9

1. The supervision over implementation of the policy in terms of remunerating members of the Management Board is entrusted to the Supervisory Board.
2. The supervision over the implementation of the policy in terms of remunerating individuals on managerial positions other than members of the Management Board or the Supervisory Board is entrusted to the Management Board. Each partial or total payment of a variable pay component contingent on the results to individual on a managerial position other than a member of the

Management Board requires prior verification of the fulfilment of criteria and conditions for payment of the remuneration to be conducted by the President of the Management Board.

Reviews

§ 10

1. The implementation of the remuneration policy shall be reviewed at least once a year. The review is conducted by the Supervision Inspector.
2. On the basis of the review, the Supervision Inspector compiles a report on the status of implementation of the remuneration policy. The report is presented to the Supervisory Board.
3. The Remuneration Committee appointed under the Supervisory Board shall submit an opinion on the implementation of the remuneration policy to the Supervisory Board at least once a year.
4. The Supervisory Board shall present a report on the operation of the policy to the General Meeting of Shareholders at least once a year.
5. The General Meeting of Shareholders shall pass a resolution with an assessment of the policy in terms of development and security of business of the Company once a year.
6. In planning any changes in the policy the Supervisory Board and the Management Board shall take into consideration the assessment of the General Meeting of Shareholders referred to in the preceding clause.

Effective date and amendment of the policy

§ 11

1. The policy shall take effect on December 4, 2016.
2. The remuneration policy concerning individuals on key positions in ALTUS Towarzystwo Funduszy Inwestycyjnych S.A. adopted by resolution no. 12 of the Supervisory Board of 15 April 2015 is hereby revoked.
3. Any amendment of the policy shall be made through a resolution of the Management Board subject for approval of the Supervisory Board. Amendments of provisions for remuneration of the members of the Supervisory Board take effect upon approval by the General Meeting of Shareholders (the basis for application of currently applicable regulations on remunerating members of the Supervisory Board is resolution no. 23 of the Ordinary Meeting of Shareholders of ALTUS Towarzystwo Funduszy Inwestycyjnych S.A. with its registered office in Warsaw of 26 June on the implementation of corporate governance for supervised institutions).
4. The Supervision Inspector shall take part in the consultations and work on the amendment of the policy.
5. Issues not provided for in this policy shall be governed by appropriate provisions of the Act and the Regulation.

Appendix No. 1 to the Remuneration Policy Concerning Individuals on Key Positions in ALTUS Towarzystwo Funduszy Inwestycyjnych S.A.

Management Options Plan of ALTUS Towarzystwo Funduszy Inwestycyjnych S.A.

WHEREAS ALTUS Towarzystwo Funduszy Inwestycyjnych S.A. ("**Company**") believes that it is advisable and in the best interest of the Company to present members of the Management Board of the Company ("**Entitled Party**"), pursuant to a Contract, with rights ("**Right**") to acquire conditional rights to obtain in the future a realization amount ("**Realization Amount**") under the incentive plan of the Company ("**Option Plan**") specified in these Regulations and on the basis of the Agreement, in order to encourage the Entitled Party to promote the interests of the Company, on terms set forth below:

On 21 May 2013, the Company obtained an individual income tax interpretation which confirmed that taxable income of the Entitled Party for the acquisition and implementation of the Right arises only at the time of payment of the Realization Amount and shall constitute income from capital gains within the meaning of Article 17 Clause 1 Item 10 of the Personal Income Tax Act, subject to 19% tax rate pursuant to Article 30b Clause 1 of the Personal Income Tax Act, therefore the Company is not obligated to fulfil taxpayer's obligations as defined in the Personal Income Tax Act; however, the Company is obligated to issue information on capital gains (PIT-8C);

§ 1

Award of Option Plan and Realization Deadline

1. Once every year the Company may grant the Entitled Party the Right to receive a Realization Amount to be realized by 31 December of the calendar year following the respective Settlement Period, subject to the fulfilment of conditions set forth in § 9.

§ 2

Realization Amount

1. The Realization Amount is established based on the net revenues of the Company, and for members of the Management Board who fulfil the function of Managers – based on the value of net revenues of the Company (after deduction of distribution costs) for variable remuneration on funds with specific strategy, taking into account the results of the Company or managed funds within at least two past financial years, according to the assumptions specified in the appropriate Option Agreement.
2. The Realization Amount may be reduced by 50% if the Entitled Party incurs an administrative penalty in excess of PLN 100,000 in a Settlement Period, as a result of a gross breach attributable solely to the Entitled Party or if, by fault of the person concerned, the limit of risks defined by generally applicable regulations or internal regulations, to which the investment funds managed by the respective Manager are exposed, have been significantly exceeded for a long period of time, including in particular the limit concerning the liquidity risk, credit risk and concentration risk.
3. The amount of the revenues of the Company referred to in clause 1 hereinabove is determined on the basis of data included in financial statements of the Company for the given financial year, which shall be the settlement period ("**Settlement Period**").
4. For individuals employed by the Company for a period shorter than two years, the Realization Amount may be determined in accordance with Clause 1 taking into account the results of the Company or managed funds in the period from the date of commencement of the employment or a similar legal relationship with that person.
5. The Realization Amount of each Entitled Party shall be calculated by the Depositary on the basis of the financial data arising from the Company's financial statements. The Depositary shall promptly notify the Company of the Realization Amount of each Entitled Party and the date on which the Realization Amount was determined.
6. In the case of any subsequent corrections, adjustments or modifications of the financial statements of the Company on the basis of which the Realization Amount was determined for the given Entitled Party for a given Settlement Period, as a result of which the Realization

Amount of the given Entitled Party would change, then, depending on whether the amount of the Entitled Party's was overpaid or underpaid:

- a) The Company shall pay the difference between the cash benefit determined on the basis of adjusted financial statements and the amount of the cash benefit previously received by the Entitled Party for the given Settlement Periods, or
 - b) at the option of the Company, the Entitled Party shall repay the difference between the cash benefit previously received by the Entitled Party for the given Settlement Period and the amount of the cash benefit determined on the basis of the adjusted financial statements or other accounting documents, or said difference shall be deducted from the cash benefit of the Entitled Party for the following Settlement Period.
7. In case of any doubt, the Company's annual financial statements audited by an auditor and approved by the Company's Ordinary General Meeting shall be considered final data on the basis of which the Realization Amount for the given Entitled Party shall be determined.

§ 3

Verification of Fulfilment of the Conditions

1. At the end of each Settlement Period, the President of the Supervisory Board of the Company shall determine on the basis of audited financial statements of the Company and audited financial statements of the funds (if the Member of the Board is a Manager) whether the conditions for the acquisition of right to the Realization Amount have been satisfied in the given Settlement Period, and whether and to what extent the Realization Amount shall be subject to reduction pursuant to § 2 Clause 2 of the Management Options Plan, but no later than within 30 days of the date on which the financial statements of the Company were approved for the financial year covered by the Settlement Period. The arrangements regarding the conditions for the acquisition of the right to the Realization Amount or any reduction of the Realization Amount pursuant to § 2 Clause 2 shall be based on the opinion issued by the Remuneration Committee.
2. Within 5 business days of the date on which the fulfilment of conditions was verified by the President of the Supervisory Board for the given Settlement Period, the Company shall notify the Entitled Parties and the Depositary of whether the conditions for the acquisition of the right to the Realization Amount have been fulfilled and of any possible reduction of the Realization Amount, also forwarding the list of Entitled Parties and the decision of the President of the Supervisory Board referred to in Clause 3 below (the "**Company Notification**").
3. Within the deadline referred to in Clause 1, provided that the conditions set out in § 4 Clause 10 of the Company Remuneration Policy have been fulfilled, the President of the Supervisory Board, based on the opinion issued by the Remuneration Committee, shall determine what part of the cash benefit to which the Entitled Party shall be realized by means of transfer of funds to the purchasing account for shares in certain investment funds, in order for the Entitled Party to purchase shares in a given investment fund. Should the President of the Supervisory Board decide to transfer the funds on account of the Rights for the purpose of purchasing shares in a fund by the Entitled Party, a list of investment funds whose shares can be purchased by the Entitled as part of the realization of the Right shall be forwarded by the Company along with the Company Notification.
4. The Depositary is obligated to verify those without delay, but no later than within 5 business days of receipt of Company Notification. The Depositary shall promptly notify the Company in the case of any errors detected by the verification. In this case, the President of the Supervisory Board is obligated to re-verify the conditions and immediately provide the correct information to the Entitled Parties and the Depositary.

§ 4

The Formation of Rights

1. Pursuant to an agreement with the Company, the Depositary referred to above shall keep the Register of Rights in a manner which allows the formation of Rights on the basis of relevant Agreements and the Management Options Plan.
2. Rights shall arise at the time of signing an Agreement by the Company and the Entitled Party, wherein the effective realization of the Right shall require the Rights to be listed in the register reflecting the status of ownership of Rights and the status of realization of rights arising therefrom ("Register"), kept by the Depositary.
3. An entry in the Register shall be made no later than within 2 business days of the date of signing the Plan Agreement by the Company.

4. Regardless of the entry referred to in Clause 3, the Depositary shall make all relevant entries arising from the realization of the Right within the deadline specified therein.
5. The function of Depositary provided by this Management Options Plan shall be entrusted to the following company: **Mercurius Dom Maklerski spółka z ograniczoną odpowiedzialnością** based in Warsaw at ul. Śmiała 26, 01-523 Warszawa, entered in the Register of Entrepreneurs of the National Court Register in the District Court for the capital city of Warsaw under the number KRS 244799, share capital: PLN 1,000,000 paid in full.
6. Entitled Parties entered in the Register shall be entitled to the Rights.
7. At the request of an Entitled Party and the Company, the Depositary keeping the Register is obligated to issue a certificate confirming the status of the Register.
8. Discrepancies between the status of the Register and the contents of the Option Agreement concluded with the Entitled Party shall be clarified by the President of the Supervisory Board.

§ 5 Price of Options

The purchase price of options is 1 (in words: one) PLN.

§ 6 Execution of Options

1. Options are valid for 12 months after the end of the Settlement Period.
2. The Entitled Party may execute the Right no sooner than after at least 3 months after the end of the Settlement Period.
3. As long as the Entitled Party remains alive, only the Entitled Party may execute the Right.
4. The Entitled Party agrees not to dispose of his or her conditional Right until the moment of its realization.

§ 7 Means of Exercise of the Right

1. The realization of the Right consists in requiring the Company to pay the Realization Amount and the ensuing payment of the said amount by the Company through the Depositary, subject to Clauses 4-5 below. The payment of at least 40% of the Realization Amount due may only be paid in installments over a period of three years (in cases justified by the period for which an investment fund was created, the results of which the remuneration is dependent on, the time range of investment recommended for the given participant of said fund, the redemption policy of shares in the given funds, the nature of risk of operations carried out by Towarzystwo or the given fund, or the scope of obligations of the given person, the payment of at least 40% of the Realization Amount due may take place over a period of more than three years but not longer than five years), whereas the payment of the first installment can take place after 12 months from the date on which the Realization Amount was determined. The amounts of specific installments, terms and rules for their payment are set out in the Plan Agreement.
2. The Right shall be executed by the Entitled Party by delivering a written notice on the execution of the Right to the Depositary on any business day, within the deadline defined in § 6 above, after making arrangements on fulfillment of the condition of acquisition of the right to the Realization Amount. The notice shall include a statement on the execution of the Right and shall be accompanied by the payment of the full price for the Right.
3. The payment of the price for the Right under the execution of the Right shall be made in cash or by money transfer.
4. If the conditions defined in § 4 Clause 10 of the Company Remuneration Policy have been fulfilled, the Company shall immediately notify the Depositary indicating the individual Entitled Parties, the investment funds whose shares may be purchased by the Entitled Parties, the amount of funds from the Rights which are intended for the purchase of shares in specific investment funds, and the numbers of share purchasing accounts for the individual investment funds, whereas these instructions must be consistent with the notice sent to the Entitled Party under the terms defined in § 3 Clause 3 of the Option Plan.
5. In the case referred to in Clause 4 above, the Depositary shall transfer a part of the cash benefits to the share purchasing account indicated in the Company instructions, which are intended for the purchase of shares by the Entitled Party. Money transfer to the share purchasing account is equivalent to submitting a request for purchasing the shares by the Entitled Party.
6. The Entitled Party, by submitting an execution statement referred to in Clause 2 above, undertakes to carry out all the actions required by law to purchase these shares. The Entitled

Party is required not to submit the shares purchased under the Option Plan to repurchase or redemption for the period of at least 6 months of the date of their purchase.

7. Any payments on account of execution of the Rights shall be made by the Depositary without deduction of current or future income tax, unless required by mandatory provisions of law. If the date of realization of cash benefits on account of the Rights shall fall on a non-business day, the cash benefit shall be realized on the first business day after the date of payment of the cash benefit, without the right to demand interest for the delay or any other charges due to payment on such day.

§ 8

Transferability Restrictions

The Right may not be disposed of by the Entitled Party, except for disposal by means of bequeathing or inheriting in the event of death of the Entitled Party, and it may not be a subject of limited property rights (by virtue of law or otherwise) or enforcement, seizure or other similar actions.

§ 9

Conditions Precedent

1. The payment of the Realization Amount is subject to satisfaction of all of the following conditions:
 - 2) compilation and review of a financial statement or financial statements of the Company for the Settlement Period,
 - 3) holding the position of a Member of the Management Board of the Company on the date of payment of the Realization Amount, subject to Clause 2 below,
 - 4) compliance with the individual objectives defined in the Plan Agreement.
2. If the Entitled Party to receive payment of the Realization Amount serves as a member of the Management Board of the Company for a part of the Settlement Period for which the Realization Amount is due, the amount shall be determined according to the values referred to in § 2 Clause 1 of the Management Options Plan for the period in which they fulfilled the function in the course of the Settlement Period.

§ 10

Plan Agreement

The Supervisory Board of the Company authorizes the President of the Supervisory Board to include and establish the terms and conditions of Option Agreements (or any potential amendments thereof) under the Management Options Plan.