

# REMUNERATION REPORT OF THE MANAGEMENT BOARD AND SUPERVISORY BOARD OF SFC ENERGY AG

In accordance with section 162 of the German Stock Corporation Act (Aktiengesetz – AktG), this remuneration report presents and explains the remuneration paid to current and former members of the Management Board and members of the Supervisory Board of SFC Energy AG in the 2021 financial year.

The remuneration report was audited by the auditor of SFC Energy AG, Deloitte GmbH, in accordance with section 162(3) AktG. The auditor's opinion is reproduced at the end of this report.

## Management Board Remuneration System Pursuant to Section 87a(1) AktG

In accordance with the requirements of section 87a(1) AktG, the Supervisory Board resolved a new remuneration system for the Management Board in the 2021 reporting year and submitted this to the Annual General Meeting on May 19, 2021 for approval. The Management Board remuneration system as presented was approved by the Annual General Meeting with an approval rating of 80%. The new remuneration system for the Management Board and Supervisory Board approved by the Annual General Meeting in 2021 can be found at: <https://www.sfc.com/investoren/corporate-governance/>.

## Remuneration Accrued in the 2021 Reporting Year Under the Existing Remuneration System

In addition, the remuneration granted in the 2021 reporting year continued to be based on the existing contractual provisions (existing remuneration system), which, however, largely correspond to the new remuneration system.

## Target Remuneration for the 2021 Financial Year

In accordance with the existing remuneration system for Management Board members, the Supervisory Board has set the level of target total remuneration for each Management Board member for the 2021 financial year. To promote the transparency of this report, the following tables show the individual target remuneration per Management Board member and the relative shares of the individual remuneration elements in the target total remuneration for the 2021 financial year.

## TARGET TOTAL REMUNERATION FOR THE MANAGEMENT BOARD

in EUR

Management Board Members in office as at Dec. 31, 2021

		Peter Podesser		Daniel Saxena		Hans Pol	
		2021	in % TTR	2021	in % TTR	2020	in % TTR
<b>Fixed remuneration</b>	Base remuneration	370,000	16.0%	240,000	64.2%	241,434	20.5%
	+ Fringe benefits <sup>1</sup>	14,113	0.6%	24,000	6.4%	30,174	2.6%
	Contribution retirement benefit	10,000	0.4%	0	0.0%	0	0.0%
	<b>Sub-total</b>	<b>394,113</b>	<b>17.0%</b>	<b>264,000</b>	<b>70.6%</b>	<b>271,608</b>	<b>23.0%</b>
<b>Variable remuneration</b>	<b>+ Short-term variable remuneration</b>						
	Target bonus for the financial year <sup>1</sup>	220,000	9.5%	110,000	29.4%	138,333	11.7%
	<b>+ Long-term variable remuneration</b>						
	SARs <sup>2</sup>	1,704,992	73.5%	0	0.0%	600,033	50.9%
	Stock Options ("MSOP") <sup>3</sup>	0	0.0%	0	0.0%	169,555	14.4%
<b>Sub-total</b>	<b>1,924,992</b>	<b>83.0%</b>	<b>110,000</b>	<b>29.4%</b>	<b>907,921</b>	<b>77.0%</b>	
<b>Total</b>	<b>= Target Total Remuneration ("TTR")<sup>4</sup></b>	<b>2,319,105</b>	<b>100.0%</b>	<b>374,000</b>	<b>100.0%</b>	<b>1,179,530</b>	<b>100.0%</b>

1 The value corresponds to the variable bonus for 100% target achievement.

2 The value corresponds to the amounts received in the financial year.

3 The value corresponds to the expense recognized in the financial year for option rights granted in the financial year to subscribe to ordinary shares in the Company ("Management Stock Option Program" or "MSOP").

4 The members of the Management Board were promised an additional performance-related special project bonus in the 2021 financial year, which would not be paid out until the 2022 financial year if the agreed targets were achieved. Therefore, this special project bonus will not be reported on until the following financial year if it is paid out. Based on the current forecast, it is not expected that the target will be achieved for this special project bonus.

## Determination of Management Board Remuneration by the Supervisory Board

The Supervisory Board determines Management Board remuneration in accordance with AktG requirements. It pays particular attention to the appropriateness of Management Board remuneration. To ensure the appropriateness of the remuneration, remuneration levels are subjected to a market comparison with comparable entities (horizontal comparison). The peer group last used by the Supervisory Board in 2021 consisted of relevant companies with regard to size and/or sector or industry from the SDAX / TecDAX and entities from the hydrogen sector. In order to ascertain whether remuneration is in line with usual levels within the enterprise itself, when setting Management Board remuneration the Supervisory Board also takes into account the relationship between Management Board remuneration and the remuneration of managing directors and/or the top management level of the individual companies in the Group and the workforce as a whole, and how remuneration has developed over time.

## Components of Management Board Remuneration in the 2021 Reporting Year

In the 2021 reporting year, remuneration for Management Board members consisted of the components described below:

### Base Remuneration

The members of the Management Board received a fixed annual salary paid in twelve equal monthly installments. The level of base remuneration is determined according to the responsibility and experience of the relevant member of the Management Board.

The members of the Management Board also received certain market-standard fringe benefits. For example, the Company provides a company car to each member of the Management Board or pays a vehicle allowance if the Management Board member does not use a company car. In addition, fringe benefits include premiums for pension, accident and life insurance policies for members of the Management Board as well as subsidies for health insurance.

## Retirement Benefits

In the 2021 reporting year, the members of the Management Board were able to convert current basic remuneration of up to EUR 25,000 into a company pension by paying contributions to external pension providers. To date, this option has not been used.

Dr. Podesser has a contribution-based payment commitment via a support fund. In the event of a pension claim, the support fund will pay the agreed pension benefits to Dr. Podesser. The Company allocates the necessary resources to the support fund. The amount of the pension benefits depends on the actuarial implementation of the pension amount resulting from the agreement reached individually with Dr. Podesser. The pension benefits are reinsured by a life insurance policy. Dr. Podesser will receive a lifelong monthly retirement pension from the support fund if he leaves the Company's service after reaching the age of 65. If Dr. Podesser draws the full amount of his retirement pension from the statutory pension insurance scheme, or if he leaves the Company's service after reaching the age of 60 in order to retire, he may claim the pension benefit from that time onwards. In this case, Dr. Podesser will receive the pension benefits that can be financed from the portion of the support fund assets set aside for him at that time. Upon occurrence of a pension claim, a one-time lump-sum payment may be requested instead of the retirement pension in agreement with the support fund. In the event of Dr. Podesser's death, a survivors' pension has been agreed.

## Short-Term Variable Remuneration / Performance-Related Bonus for the 2021 Reporting Year

In the event that certain performance targets are achieved, Management Board members have the opportunity to receive a variable remuneration payment ("bonus") that rewards their contribution to implementing the business strategy during the relevant financial year. The bonus for the relevant financial year is not set by the Supervisory Board, and does not become due, until the following financial year. The bonus for the reporting year will therefore not be reported as remuneration granted (actually paid) / due (due but not paid) until the 2022 financial year.

The bonus for the reporting year is measured according to four performance criteria equally weighted at 25%.

The following financial parameters were set with regard to the reporting year: the amounts budgeted for (i) consolidated sales (based on the budgeted exchange rate for the Canadian dollar to the euro), (ii) gross margin, and (iii) adjusted EBITDA. In the context of the Discretionary Component (weighted at 25% in total), financial or non-financial performance criteria or a combination of both can be set. The Supervisory Board applied the following defined non-financial performance criteria (incl. ESG targets) for the 2021 financial year and assessed them from a qualitative, overall perspective: Implementation of strategic objectives (continued development of target customer markets, broadening of industrial partner base, regional expansion), employee retention (creation and maintenance of attractive jobs), adherence to high quality standards, maintenance of a stable

shareholder base with a long-term investment horizon, and operational stability and health protection for employees and business partners in the pandemic. All Management Board members are subject to the same performance criteria and performance weighting for 2021 financial year. The performance criteria which form the basis of the bonus for the reporting year are summarized in the following table to promote the transparency of the report. The STI amount actually achieved will not accrue until the following year and will therefore not be reported until the next remuneration report.

#### PERFORMANCE CRITERIA FOR THE SHORT-TERM VARIABLE REMUNERATION OF THE MANAGEMENT BOARD MEMBERS in EURk FOR THE 2021 FINANCIAL YEAR

Management Board Member		Target Achievement			Bonus in EURk		Actually Achieved	
		Weight	Min.	Max.	Min.	Max.	Total Target	Bonus in EURk
<b>Peter Podesser</b>	Revenue (budgeted)	25%	0%	125%	-	69	107%	236
	Gross profit margin (budgeted)	25%	0%	125%	-	69		
	EBITDA adjusted (budgeted)	25%	0%	150%	-	69		
	Implementation of strategic objectives Employee retention/High quality standards/Stable shareholder base with a long-term investment horizon/ Corporate stability/health protection in the pandemic	25%	0%	125%	-	69		
<b>Daniel Saxena</b>	Revenue (budgeted)	25%	0%	125%	-	34	107%	118
	Gross profit margin (budgeted)	25%	0%	125%	-	34		
	EBITDA adjusted (budgeted)	25%	0%	150%	-	34		
	Implementation of strategic objectives Employee retention/High quality standards/Stable shareholder base with a long-term investment horizon/ Corporate stability/health protection in the pandemic	25%	0%	125%	-	34		
<b>Hans Pol</b>	Revenue (budgeted)	25%	0%	125%	-	43	107%	149
	Gross profit margin (budgeted)	25%	0%	125%	-	43		
	EBITDA adjusted (budgeted)	25%	0%	150%	-	43		
	Implementation of strategic objectives Employee retention/High quality standards/Stable shareholder base with a long-term investment horizon/ Corporate stability/health protection in the pandemic	25%	0%	125%	-	43		

#### Short-Term Variable Remuneration Granted / Performance-Related Bonus Granted in the 2021 Reporting Year

The performance criteria shown in the following table are based on the short-term variable remuneration granted in the 2021 financial year; they were set for the 2020 financial year. The financial performance criteria are the same as those that apply to the 2021 financial year (each with a 25% weighting). The non-financial performance criteria, which are included in their entirety with a weighting of 25% in the assessment of the short-term variable compensation, consisted of: Implementation of additional strategic and long-term objectives (continued development of target customer markets, broadening of industrial partner base, regional expansion), employee retention (creation and maintenance of attractive jobs), high quality standards, and a stable

shareholder base with a long-term investment horizon. Because Mr. Daniel Saxena only joined the company in the second half of 2020, a guaranteed bonus, independent of financial and non-financial performance criteria, was agreed with him for the 2020 financial year. For the amount paid out, the proportional share of the guaranteed fixed bonus to the discretionary bonus was 75% to 25%.

#### PERFORMANCE CRITERIA FOR THE SHORT-TERM VARIABLE REMUNERATION OF THE MANAGEMENT BOARD MEMBERS<sup>1</sup> in EURk FOR THE 2022 FINANCIAL YEAR

Management Board Member		Target Achievement			Bonus in EURk		Actually Achieved		Bonus in EURk
		Weight	Min.	Max.	Min.	Max.	Target	Total Target	
<b>Peter Podesser</b>	Revenue (budgeted)	25%	0%	125%	-	69	19%		
	Gross profit margin (budgeted)	25%	0%	125%	-	69	0%		
	EBITDA adjusted (budgeted)	25%	0%	150%	-	69	19%		
	Implementation of strategic objectives / Employee retention / High quality standards / Stable shareholder base with a long-term investment horizon							63%	<b>138</b>
<b>Daniel Saxena</b>	Guaranteed	75%	100%	100%		41	104%	75%	
	Discretionary	25%	0%	100%	-	14	100%	25%	<b>55</b>
<b>Hans Pol</b>	Revenue (budgeted)	25%	0%	125%		25	19%		
	Gross profit margin (budgeted)	25%	0%	125%	-	25	0%		
	EBITDA adjusted (budgeted)	25%	0%	150%	-	25	19%		
	Implementation of strategic objectives / Employee retention / High quality standards / Stable shareholder base with a long-term investment horizon							63%	<b>50</b>

<sup>1</sup> No performance criteria were established and no bonus was paid for the 2020 financial year for former Executive Board member Marcus Binder, who left the Executive Board as of March 2020.

### Long-Term Variable Remuneration

As a contribution to the sustainable development of the Company, a significant portion of the Management Board's remuneration is linked to the long-term performance of SFC shares. Various virtual or physical stock option programs were introduced in the past as long-term variable share-based remuneration, on the basis of which virtual stock options ("Stock Appreciation Rights" or "SARs") or Stock Option Programs ("SOPs") were granted to current or former members of the Management Board and which in part also affect remuneration in the 2021 reporting year. By granting SARs or SOPs as a long-term variable remuneration element, the Company is pursuing the goal of incentivizing and promoting a business policy that is primarily aligned with the interests of shareholders, namely increasing the value of the shareholders' investment in the long term.

## Virtual Stock Option Program

At the beginning of the financial year 2014, the Supervisory Board of the Company for the first time implemented a SARs program (SAR Program 2014–2016; Program 1) with the aim of aligning the interests of the shareholders with those of the members of the Management Board. Subsequently, other SARs programs were set up: SAR Program 2015-2018 (Hans Pol Program 2), SAR Program 2017-2019 (Dr. Peter Podesser Program 3), SAR Program 2018-2021 (Hans Pol Program 4), and SAR Program 2020-2024 (Daniel Saxena Program 5). The former Executive Board member Marcus Binder was also granted virtual stock options under the SARs program 2017-2019. No SARs were exercised by Mr. Binder in the reporting period. The SARs program was settled in full by payment of a settlement amount by the Company to Mr. Binder on February 4, 2021. Only the SARs programs relevant to the reporting period are described below:

Dr. Peter Podesser was granted virtual stock options (SARs) in 2017 (Dr. Peter Podesser Program 3) and 2020 (Dr. Peter Podesser Program 5), in each case as part of the extension for the next appointment period. The SARs grant under Program 5 was transferred to a (physical) stock option program (Stock Option Program 2020-2024) on July 9, 2020 and thus replaced.

Mr. Hans Pol was granted virtual stock options (SARs) in 2015 (Hans Pol Program 2) and 2018 as part of the extension of his service agreement (Hans Pol Program 4).

Mr. Daniel Saxena was granted virtual stock options (SARs) upon his appointment in July 2020 (Daniel Saxena Program 5).

The basic principles of the aforementioned SARs programs are the same, with differences between the individual programs: A certain number of SARs were granted on a one-time basis for the relevant appointment period of the Management Board member, the quantity of which can be reduced based on the expiration of SARs on certain expiration dates. The portfolio of granted and non-expired SARs (as at a record date one year after the last expiration date) is composed of equal-sized Sub-Tranches for the years of Management Board service for which the grant was made. Starting from the Grant Date of the relevant SARs tranche, a waiting period begins that varies in length for the individual sub-tranches, with a waiting period of four years starting from the Grant Date always applying to the first sub-tranche and an extended waiting period in each case for each of the additional sub-tranches. After expiration of the defined waiting period for the relevant sub-tranche, the SARs of the sub-tranche may be exercised in an exercise period of one year after expiration of the relevant waiting period of the sub-tranche (subject to certain blackout periods), provided they have not previously expired on the relevant, defined expiration dates. The expiration of SARs on the specified expiration dates is based on the average stock exchange price of the Company's shares during the last 30 trading days prior to the relevant expiration date (expiration date price). A certain fixed number of SARs expire depending on the average stock price achieved; no SARs expire if the fixed average stock price target is reached or exceeded before the relevant expiration date. After expiration of the waiting period and subject to forfeiture on the expiration dates, a certain number of SARs may be exercised within the exercise period. The number of exercisable SARs depends on the average stock exchange price of the Company's shares on the last 30 trading days prior to the issue date (known as the Reference Price). For this purpose, certain reference price ranges are defined in the individual SARs programs, which specify a certain maximum number of exercisable SARs. Exercising SARs gives rise to an entitlement to cash compensation, calculated as follows: (Reference Price – Exercise Price) x number of exercisable SARs.

The Hans Pol Programs 2 and 4 additionally stipulate as a prerequisite for the exercisability of SARs that another specific performance target must be achieved prior to the expiration of the relevant waiting period: the average stock market price of the Company's share during the last 30 trading days prior to the expiration of the waiting period must exceed the average stock market price of the Company's share during the last 30 trading days prior to the Grant Date.

The Exercise Price is EUR 1.00 per SAR. The number of SARs granted (and not yet expired or already exercised in previous years) and the number of SARs expired and exercised in the reporting year are shown in the following table (based on section 162(1)(3) AktG):

## SARS GRANTED

as of 31.12.2021 for acting and retired Board Members	Peter Podesser	Daniel Saxena	Hans Pol		M. Binder <sup>3</sup>
	Program 3	Program 5	Program 2	Program 4	
Grant Date:	04/01/2017	07/01/2020	07/01/2015	07/01/2018	03/01/2017
Number of Stock Appreciation Rights (SARs)	360,000	228,000	180,000	180,000	180,000
Maximum term (years):	5	8	7	7	7
Number of sub-tranches <sup>1</sup>	3	4	3	3	3
Performance period:	04/01/2017 03/31/2020	07/01/2020 06/30/2024	07/01/2015 06/30/2018	07/01/2018 06/30/2021	07/01/2017 06/30/2020
Expiry of waiting period <sup>2</sup>					
Tranche 1	04/01/2021	07/01/2024	07/01/2019	07/01/2022	03/01/2021
Tranche 2	09/01/2021	07/01/2025	07/01/2020	07/01/2022	03/01/20212
Tranche 3	02/01/2022	07/01/2026	07/01/2021	07/01/2022	03/01/20213
Tranche 4	-	07/01/2027	-	-	-
Success Target	-	-	EUR 5.10	EUR 8.65	EUR 3.07
Exercise Price:	EUR 1.00				
SARs outstanding as at January 1, 2021	220,000	228,000	20,000	125,000	55,000
SARs expired in the reporting period	-	-	-	-	-
SARs exercised in the reporting period	73,333	-	20,000	-	55,000
SARs outstanding as at December 31, 2021	146,667	228,000	-	125,000	-

<sup>1</sup> Number of annual tranches into which the allocated SARs are divided equally.

<sup>2</sup> Exercise period is one year for each sub-tranche.

<sup>3</sup> The SARs program for the former Executive Board member Marcus Binder was fully settled by payment of a settlement sum by the Company to Mr. Binder under a settlement agreement dated February 4, 2021.

The remuneration granted or owed in the 2021 reporting year (table "GRANTED MANAGEMENT BOARD REMUNERATION 2021 FINANCIAL YEAR") only includes the amounts from SARs that led to a payout in 2021 due to them being exercised.

The performance criteria that led to a payout from SAR tranches in the 2021 reporting year are shown in the table below:

## SARS PROGRAM

	Tranche	No. of SARs	Expiration Date				end of waiting period	Exercise				Cash Comp.
			Date	Price <sup>1</sup>	SARs			Date	Price <sup>2,3</sup>	SARs		
					Expiration	Remainder				Exercisable	SARs	
<b>Peter Podesser Progr. 2017-2019</b>	Total Program	360,000			140,000	220,000						
	Tranche 1 (PP3.1)	120,000	04/01/18	7.92	60,000	60,000	04/01/21	Jun 21	24.25	60,000	60,000	1,395,000
	Tranche 2 (PP3.2)	120,000	04/01/19	10.25	40,000	80,000	09/01/21	Jun 21	24.25	13,333	13,333	309,992
	Tranche 3 (PP3.3)	120,000	04/01/20	10.12	40,000	80,000	02/01/22			0	0	
<b>Hans Pol Progr. 2015-2018</b>	Total Program	180,000			160,000	20,000						
	Tranche 1 (HP 3.1)	60,000	07/01/16	3.86	60,000	0	07/01/19					
	Tranche 2 (HP 3.2)	60,000	07/01/17	3.84	60,000	0	07/01/20					
	Tranche 3 (HP 3.3)	60,000	07/01/18	8.64	40,000	20,000	07/01/21	Dec 21	31.00	31,00	20,000	600,033

<sup>1</sup> Average market price of the Company's shares (arithmetic mean of the closing prices in XETRA trading) on the last 30 trading days prior to the relevant expiration date of the SARs.

<sup>2</sup> Average stock exchange price of the Company's shares (arithmetic mean of the closing prices in XETRA trading) on the last 30 trading days prior to the exercise date of the SARs.

<sup>3</sup> For Hans Pol, the following criteria is also required for the SARs to be exercisable: The average market price of the Company's shares on the last 30 trading days before the end of the waiting period exceeds the average market price of the Company's shares on the last 30 trading days before the allocation date.

## Stock Option Programs

The members of the Management Board may receive a number of option rights determined by the Supervisory Board at the beginning of the term of their Management Board service agreement. Option rights may not be exercised by the relevant member of the Management Board during periods determined by the General Meeting or during closed periods within the meaning of the regulations on trading prohibitions (Closed Periods) pursuant to the Market Abuse Regulation and the delegated acts issued in this regard.

The option rights each have a maximum term of eight years from the day the relevant option right arises. The waiting period for exercise is staggered according to tranches issued, meaning that members of the Management Board can each exercise one quarter of the option rights of the relevant tranche (Sub-Tranche). The waiting period for exercising the Sub-Tranches is four, five or six years, starting with the issue date of the tranche in each case.

The subscription rights can be exercised within one year from expiry of the waiting period for the relevant Sub-Tranche (Drawing Period). In accordance with the option terms and conditions to be determined, each option right confers the entitlement to subscribe for one no-par value bearer share (no-par value share) of the Company. The exercise price corresponds to the average stock exchange price of the Company's shares on the last 30 trading days prior to the issue date.

Members of the Management Board may only exercise the subscription rights granted to them to the full extent of the relevant Sub-Tranche during the Drawing Period if the average stock exchange price of the Company's shares reaches a certain stock price target in euros on the last 30 trading days prior to the cut-off date relevant for each Sub-Tranche (Base Price). If the Base Price does not reach at least the stock price target, only a portion of the options may be exercised from the Sub-Tranche in accordance with the Base Price, for which the General Meeting has determined a certain number of exercisable subscription rights depending on ranges of the Base Price. Apart from that, subscription rights shall expire without compensation or substitution as at the relevant effective date.

The exercise of Stock Options is further conditional, in respect of each Sub-Tranche, on the average stock exchange price of the Company's shares for the last 30 trading days prior to the date on which the member of the Management Board makes a subscription declaration in respect of Stock Options granted reaching or exceeding specified thresholds. If the Reference Price does not reach at least the stock price target, only a portion of the options may be exercised from the sub-tranche in accordance with the Reference Price, for which the General Meeting has determined a certain number of exercisable subscription rights depending on Reference Price ranges. For each further exercise of option rights of the Sub-Tranche within the Drawing Period, the option rights already exercised during the Drawing Period will be deducted from the number of option rights that would be exercisable on the further Exercise Date according to the current Exercise Requirement.

The Stock Option Program ensures that, for the relevant Drawing Period, option rights may only be exercised for the relevant drawing period if the sum of the number of option rights exercised multiplied by the closing price n XETRA trading on the exercise date of these option rights less the exercise price and the number of option rights to be exercised multiplied by the closing price on the XETRA trading day preceding the intended date of exercise of the option rights less the exercise price does not exceed the amount of €1 million (Cap); thus, this deviates from, or is less than, the €1.75 million Cap under the Management Board remuneration system.

The Stock Options granted to Dr. Podesser and Mr. Pol are laid out in the following table (unless previously forfeited or exercised). The Stock Options granted in the 2021 reporting year, which grant a direct right to acquire shares, are recorded as remuneration granted in the 2021 reporting year in the table "Remuneration granted and owed to Supervisory Board members".

**STOCK OPTIONS**

	Peter Podesser		Hans Pol	
	Program 2020		Program 2021	
Grant date	07/09/2020		03/01/2021	
Number of SOPs	504,000		500,000	
Maximum term:	8 years		8 years	
Amount of sub-tranches	4		4	
Performance period	07/09/2020	07/08/2024	03/01/2021	28.02.2025
Expiry / end of waiting period for the Sub-Tranches <sup>1</sup>	07/09/2021 07/09/2022 07/09/2023 07/09/2024	07/09/2024 07/09/2025 07/09/2026 07/09/2027	03/01/2022 03/01/2023 03/01/2024 03/01/2025	03/01/2025 03/01/2026 03/01/2027 03/01/2028
Exercise Price:	EUR 1.00		EUR 24.41	
SOPs outstanding as at January 1, 2021	504,000		-	
SOPs expired in the reporting period	-		-	
SOPs exercised in the reporting period	-		-	
SOPs outstanding as at December 31, 2021	504,000		500,000	

<sup>1</sup> Four Sub-Tranches; The subscription rights can be exercised within one year from expiry of the waiting period for the relevant Sub-Tranche.

The performance criteria underlying the Stock Options granted in the reporting year - which only applies to Mr. Pol - are shown in the table below:

**STOCK OPTION PROGRAM**

	Min. Stock Price Target <sup>1</sup>	Max. Stock Price Target <sup>2</sup>
Hans Pol	27.13	51.54

<sup>1</sup> No Stock Options within the Sub-Tranche can be exercised below the minimum Base Price

<sup>2</sup> The full amount of Stock Options within the Sub-Tranche can be exercised above the minimum Base Price

**Settlement agreement with Mr. Marcus Binder**

Mr. Marcus Binder left the Management Board at the end of February 28, 2020. On the basis of a settlement agreement dated February 4, 2021, he was granted the following benefits in connection with his former Management Board activities in the reporting year: EUR 55,317 as a bonus payment for the 2019 financial year and EUR 699,082 as settlement of long-term variable compensation (SARs program 2017-2019).

**Promoting the Company's Long-Term Development**

The remuneration of the Management Board members should be seen as a vehicle to further the SFC AG business strategy and secure its implementation. In addition, by defining performance criteria that are linked to the long-term and sustainable success of the Company and supplementing them with demanding annual and multi-year targets, a contribution is also being made to the Company's long-term and sustainable development. Outstanding performance should be rewarded by appropriate remuneration. And performance that falls short

of targets set should result in a noticeable reduction in remuneration. The remuneration system sets incentives that are in line with, and promote, this Company strategy:

The short-term variable remuneration (Bonus) of Management Board members - both for the 2020 financial year and the 2021 financial year - is aligned with the economic performance targets of turnover, gross margin and adjusted EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortization) and provides for a discretionary element that was also aligned with sustainability targets for the 2021 financial year. The Bonus is designed to motivate Management Board members to achieve demanding and challenging financial, operational and strategic goals during a given financial year. The targets reflect the corporate strategy and are aimed at increasing the value of the Company. The remuneration system gives the Supervisory Board the opportunity to take into account individual responsibility on the one hand and the performance of the Management Board members as a whole on the other.

In order to align the remuneration of Management Board members with the long-term development of SFC Energy AG, long-term variable stock-based remuneration accounts for a significant proportion of total remuneration. The long-term variable remuneration is granted on the basis of stock options with a four-year performance period. The economic performance target relates to the performance of the SFC Energy AG share price during the performance and exercise period. The Company value and the value for shareholders is increased in the long term by setting ambitious targets that are linked to share price performance.

### Compliance with the Maximum Remuneration Cap Under Section 162(1)(7) AktG

The Supervisory Board has also set a maximum remuneration cap, including fringe benefits, for the Management Board members in accordance with section 87a(1)(1) AktG,. The maximum remuneration cap for a given financial year was determined as follows:

- Maximum remuneration pursuant to section 87a(1)(1) AktG for the Chairperson of the Management Board: EUR 2.5m
- Maximum remuneration pursuant to section 87a(1)(1) AktG for ordinary members of the Management Board: EUR 1.5m

The maximum remuneration refers to the sum of all payments resulting from the remuneration provisions for a financial year. Given that the remuneration from Mr. Pol's stock option rights for the 2021 financial year cannot be determined until they have been exercised, it is not yet possible to provide a conclusive report on compliance with the maximum remuneration cap.

Compliance with the maximum remuneration cap for Mr. Pol is expected to be ensured in the reporting year by the specific caps that generally apply to Mr. Pol's variable remuneration components (maximum target achievement of 125% for performance-related bonus and basic exercise cap per Sub-Tranche of the Stock Option Program of EUR 1 million).

In all other cases the agreements were entered into under the legacy system, which did not have a maximum remuneration cap within the meaning of section 87a(1)(1) AktG.

## Commitments in the Event of Premature Termination of a Management Board Member's Service

In the event of premature termination of a Management Board member's service without good cause, any payments to be agreed upon for Management Board members, including fringe benefits, shall not exceed the value of one year's remuneration (**Severance Payment Cap**) and shall not exceed the value of the remuneration for the remaining term of the Management Board service agreement. The Severance Payment Cap is to be calculated on the basis of the total remuneration for the previous financial year and, where appropriate, also on the basis of the expected total remuneration for the current financial year.

If the service agreement ends as a result of termination by the Company for good cause, the Management Board members are not entitled to continued payment of the variable remuneration ("performance-related bonus").

In the event Management Board members should die during the term of their service agreement, their widow(er) and children, provided they have not attained the age of 25 years and are still in vocational training, shall have a claim, as joint and several creditors, to the continued payment of the monthly base remuneration for the month of death and the six subsequent months.

If Management Board members become permanently incapacitated for work during the term of their service agreement, the relevant service agreement shall terminate at the end of the quarter in which the permanent incapacity has been established, with the earliest point for said termination being the expiry of the continued remuneration period (duration of the current month and the six subsequent months, and until termination of the service agreement, at the latest), and the latest point being the expiry of the relevant member's term of office on the Management Board.

### Daniel Saxena

The SARs under Daniel Saxena Program 5 shall expire without consideration in the event of termination by the Company for good cause (exceptions: vote of no confidence at the General Meeting or a loss of the Supervisory Board's confidence) and in the event of a termination by Mr. Saxena for good cause before July 1, 2024 for reasons for which the Company is not responsible. In the event of a departure from the Company for any other reason, the SARs expire on a pro rata basis calculated over the entire contractual term of 48 months (e.g.: departure after 24 months results in the expiry of 50% of the SARs held at the time of departure).

In the event of a change of control (understood to mean a third-party acquisition of the majority of voting rights in the Company) up to September 30, 2023, Mr. Saxena may, at the request of the Supervisory Board of the Company and/or the acquirer of the controlling majority, only exercise his right of termination for good cause subject to a notice period of twelve months from the date on which the change of control becomes takes legal effect. In the event of the premature termination of his service on the Management Board due to a change of control up to September 30, 2023, Mr. Saxena generally has a maximum entitlement to payment of the amount of two years' remuneration, with said amount not being permitted to exceed the amount of remuneration for the remaining term of the Management Board service agreement. However, in the event of a change of control after September 30, 2023, the change of control will not trigger a right on the part of Mr. Saxena to terminate his agreement for good cause; no severance payment will be made in such a case.

In the event of an acquisition of control over the Company within the meaning of section 29(2) of the German Securities Acquisition and Takeover Act (Wertpapiererwerbs- und Übernahmegesetz - WpÜG) and the exercise of the right to termination by Mr. Saxena for good cause, the SARs under Daniel Saxena Program 5 that have not yet expired at the time of the submission of the takeover offer shall be paid out in the form of cash compensation at the time at which the termination of the service agreement becomes legally valid as follows: (number of SARs to be paid out x (Reference Price – Exercise Price)), provided that in this case the Reference Price shall be equal to the offer price within the meaning of section 31(1) WpÜG or within the meaning of the value calculated pursuant to section 7 WpÜG Offer Ordinance of the bidder's shares possibly offered as alternative consideration that are not admitted to trading on an organized market within the meaning of section 2(7) WpÜG but only outside the EEA, or to a combination of both values. No maximum cap or amount applies with regard to the cash compensation.

#### Hans Pol

The option rights under the Stock Option Program 2021-2025 shall expire without consideration in the event of termination by the Company for good cause (exceptions: vote of no confidence at the General Meeting or a loss of the Supervisory Board's confidence) and in the event of a termination by Hans Pol for good cause before Expiry Date for reasons for which the Company is not responsible. In the event of a departure from the Company for any other reason, the option rights expire on a pro rata basis calculated over the entire contractual term of 48 months (e.g.: departure after 24 months results in the expiry of 50% of the option rights held at the time of departure).

The SARs under Hans Pol Program 4 shall expire without consideration in the event of termination by the Company for good cause (exception: vote of no confidence at the General Meeting) and in the event of a termination by Hans Pol for good cause before June 30, 2021 for reasons for which the Company is not responsible. In the event of a departure from the Company for any other reason, the SARs expire on a pro rata basis calculated over the entire contractual term of 36 months (e.g. departure after 18 months results in the expiry of 50% of the SARs held at the time of departure).

The SARs under Hans Pol Program 2 shall expire without consideration in the event of (i) a conduct-related dismissal by the Company or (ii) termination by the Company for good cause (exception: vote of no confidence at the General Meeting or a loss of the Supervisory Board's confidence) and (iii) termination with notice by Hans Pol before June 30, 2018 for reasons for which the Company is not responsible. In the event of a departure from the Company for any other reason, the SARs expire on a pro rata basis calculated over the entire contractual term of 36 months (e.g. departure after 18 months results in the expiry of 50% of the SARs held at the time of departure).

In the event of an acquisition of control of the Company within the meaning of section 29(2) WpÜG, Mr. Pol is entitled to terminate his service agreement within three months of the change of control taking legal effect subject to a twelve-month notice period.

In the event of an acquisition of control over the Company within the meaning of section 29(2) WpÜG and the exercise of the right to termination by Mr. Pol for good cause, the option rights under the Stock Option Program 2021-2025 that have not yet expired at the time of the submission of the takeover offer shall be paid out in the form of cash compensation at the time at which the termination of the service agreement becomes legally valid, provided that in this case the Reference Price shall be equal to the offer price within the meaning of section 31(1) WpÜG or within the meaning of the value calculated pursuant to section 7 WpÜG Offer Ordi-

nance of the bidder's shares possibly offered as alternative consideration that are not admitted to trading on an organized market within the meaning of section 2(7) WpÜG but only outside the EEA, or to a combination of both values. No maximum cap or amount applies with regard to the cash compensation.

In the event of an acquisition of control over the Company, the SARs under Hans Pol Program 2 that have not yet expired at the time of the submission of the takeover offer shall be paid out immediately as follows: (number of SARs to be paid out x (Reference Price – Exercise Price)), provided that in this case the Reference Price shall be equal to the offer price within the meaning of section 31(1) WpÜG.

In the event of an acquisition of control over the Company within the meaning of section 29(2) WpÜG and of Mr. Pol exercising the special right of termination given to him for such an event, the SARs under Hans Pol Program 4 that have not yet expired at the time of the submission of the takeover offer shall be paid out at the time at which the termination of the service agreement becomes legally valid as follows: (number of SARs to be paid out x (Reference Price – Exercise Price)). In such a case, the Reference Price corresponds to the higher value of either (i) the offer price within the meaning of section 31(1) WpÜG or (ii) the value calculated pursuant to section 7 WpÜG Offer Ordinance of the bidder's shares possibly offered as alternative consideration that are not admitted to trading on an organized market within the meaning of section 2(7) WpÜG but only outside the EEA. In the event of acquisition of control after termination of the service relationship, the same payment rules and principles shall apply, with the exception that payment is made immediately upon acquisition of control.

#### Dr. Peter Podesser

The option rights under the Stock Option Program 2020-2024 shall expire without consideration in the event of termination by the Company for good cause (exceptions: vote of no confidence at the General Meeting or a loss of the Supervisory Board's confidence) and in the event of a termination by Dr. Podesser for good cause before Expiry Date for reasons for which the Company is not responsible. In the event of a departure from the Company for any other reason, the option rights expire on a pro rata basis calculated over the entire contractual term of 48 months (e.g.: departure after 24 months results in the expiry of 50% of the option rights held at the time of departure).

The SARs under Dr. Peter Podesser Program 3 shall expire without consideration in the event of termination by the Company for good cause (exception: vote of no confidence at the General Meeting or a loss of the Supervisory Board's confidence) and in the event of a termination by Dr. Podesser for good cause before April 1, 2020 for reasons for which the Company is not responsible. In the event of a departure from the Company for any other reason, the SARs expire on a pro rata basis calculated over the entire contractual term of 36 months (e.g. departure after 18 months results in the expiry of 50% of the SARs held at the time of departure).

In the event of a change of control (understood to mean a third-party acquisition of the majority of voting rights in the Company) up to September 30, 2023, Dr. Podesser may, at the request of the Supervisory Board of the Company and/or the acquirer of the controlling majority, only exercise his right of termination for good cause subject to a notice period of six months from the date on which the change of control becomes takes legal effect. In the event of the premature termination of his service on the Management Board due to a change of control up to September 30, 2023, Dr. Podesser generally has a maximum entitlement to payment of the amount of remuneration for the remaining term of the Management Board service agreement as at the time of departure. However, in the event of a change of control after September 30, 2023, the change of control will not trigger a right on the part of Dr. Podesser to terminate his agreement for good cause; no severance payment will be made in such a case.

In the event of an acquisition of control over the Company within the meaning of section 29(2) WpÜG and the exercise of the right to termination for cause by Dr. Podesser, the option rights under the Stock Option Program 2020-2024 not yet expired at the time of submission of the takeover offer shall be paid out in the form of a cash compensation at the time at which the termination of the service agreement becomes legally valid as follows: (number of option rights to be paid out x (Reference Price – Exercise Price)), provided that in this case the Reference Price shall be equal to the offer price within the meaning of section 31(1) WpÜG. No maximum cap or amount applies with regard to the cash compensation.

In the event of an acquisition of control over the Company and the exercise of the right to termination for cause by Dr. Podesser, the SAR under Dr. Podesser Program 3 not yet expired at the time of submission of the takeover offer shall be paid out at the time at which the termination of the service agreement becomes legally valid as follows: (number of SAR to be paid out x (Reference Price – Exercise Price)), provided that in this case the Reference Price shall be equal to the offer price within the meaning of section 31(1) WpÜG.

For the contribution-based payment commitment for the benefit of Dr. Podesser, the pension entitlement is maintained in the amount of the benefit that can be financed from the portion of the assets of the support fund set aside for him if Dr. Podesser leaves the service of the Company before a pension claim occurs. If Dr. Podesser becomes unable to work before a pension claim occurs and the inability to work lasts until his death or a pension claim occurs, the pension entitlements are retained in full. In the event that he is no longer unable to work, this date shall be deemed the departure date.

### Commitments in the Event of Regular Termination of a Management Board Member's Service

As described above, Dr. Podesser has a defined contribution plan via a provident fund. The provident fund provides the agreed benefits to Dr. Podesser in the event of a pension claim. The Company allocates the necessary funds of EUR 10,000 p.a. to the provident fund (see also below in the table Executive Board compensation granted and owed in the financial year 2021).

No further benefit commitments have been made in the event of the regular termination of the service of a Management Board member (within the meaning of section 162(2) nos. 2 and 3 AktG).

### Commitments and grants to Management Board members who left in the reporting year

No Management Board members terminated their service in the reporting year.

### Payments from Third Parties

At no time during the reporting period were any payments from third parties promised or granted to Management Board members in connection with their work as members of the Management Board.

### Malus and Clawback Provisions for Short-Term Variable Remuneration (Bonus)

The Supervisory Board has the option, both under the existing remuneration system and on the basis of the new remuneration system resolved in 2021, to withhold or reclaim the short-term variable remuneration (Bonus) at its reasonable discretion if a member of the Management Board seriously and intentionally violates the duties of care under section 93 AktG, an obligation under this Management Board service agreement or another material rule or principle of conduct at the Company, e.g. under its compliance rules.

In exercising its reasonable discretion, the Supervisory Board shall, after careful investigation of the facts, take into account the seriousness of the violation, the degree of culpability of the member of the Management Board and the material and immaterial damage, if any, suffered by the Company. Before making its decision, the Supervisory Board of the Company shall give the member of the Management Board the opportunity to comment within a reasonable period of time. The timing of the repayment shall be determined by the Supervisory Board of the Company after consultation with the member of the Management Board, with an appropriate term and, if necessary, partial payments, taking into account existing cases of hardship. Reclaiming remuneration already paid shall not be permitted if the infringement in question occurred more than five years ago. In cases of continuous infringements, the end of the continuous infringements shall be decisive. Claims for damages against the Management Board member remain unaffected.

No variable remuneration components were reclaimed from Management Board members in the 2021 reporting year due to a lack to establish the aforementioned prerequisites for a clawback.

## Deviations from the Remuneration System

The new remuneration system did not yet apply to the Management Board members Dr. Podesser and Saxena in the 2021 reporting year, meaning that no deviations requiring reporting existed. The remuneration granted to Mr. Pol in the reporting year for the 2021 financial year was made in accordance with the remuneration system.

## Individualized Management Board Remuneration in the 2021 Reporting Year

The remuneration granted/ owed in the 2021 reporting year includes the annual fixed remuneration granted in the reporting year, the value of fringe benefits granted in the reporting year, the short-term variable remuneration granted in the reporting year (Bonus for 2020), and the long-term variable remuneration in the form of payout amounts from the SARs programs granted in 2021, as well as the fair market value of options granted in the reporting year under the Stock Option Program. This total includes all remuneration payments granted (i.e. paid out) and owed in 2021. The remuneration granted and remuneration owed is shown in the following table:

MANAGEMENT BOARD REMUNERATION GRANTED AND OWED IN 2021 AND 2020 FINANCIAL YEAR		in EUR			
Management Board Member in office as at Dec. 31, 2021		Peter Podesser Chairman of Management Board since 11/01/2006			
		2020	in % TR	2021	in % TR
<b>Fixed remuneration</b>	Base Remuneration	365,000	33.8%	370,000	16.5%
	+ Fringe benefits	11,073	1.0%	14,113	0.6%
	+ Contribution provident fund <sup>1</sup>	10,000	0.9%	10,000	0.4%
	<b>Total<sup>5</sup></b>	<b>386,073</b>	<b>35.7%</b>	<b>394,113</b>	<b>17.6%</b>
<b>Variable remuneration</b>	<b>+ Short-term variable remuneration</b>				
	Bonus <sup>2</sup>	137,896	12.8%	138,042	6.2%
	<b>+ Long-term variable remuneration</b>				
	SARs („SARS“) <sup>3</sup>	0	0.0%	1,704,992	76.2%
	Stock Option („MSOP“) <sup>4</sup>	556,241	51.5%	0	0.0%
<b>Total<sup>5</sup></b>	<b>694,137</b>	<b>64.3%</b>	<b>1,843,034</b>	<b>82.4%</b>	
<b>Total</b>	<b>= Total Remuneration („TR“)</b>	<b>1,080,210</b>	<b>100.0%</b>	<b>2,237,147</b>	<b>100.0%</b>

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## MANAGEMENT BOARD REMUNERATION GRANTED AND OWED IN 2021 AND 2020 FINANCIAL YEAR

in EUR

Management Board Member in office as at Dec. 31, 2021

Daniel Saxena Board Member since 07/01/2020

		2020	in % TR	2021	in % TR
<b>Fixed remuneration</b>	Base Remuneration	120,000	90.9%	240,000	75.2%
	+ Fringe benefits	12,000	9.1%	24,000	7.5%
	+ Contribution provident fund <sup>1</sup>	0	0.0%	0	0.0%
	<b>Total<sup>5</sup></b>	<b>132,000</b>	<b>100.0%</b>	<b>264,000</b>	<b>82.8%</b>
<b>Variable remuneration</b>	<b>+ Short-term variable remuneration</b>				
	Bonus <sup>2</sup>	-	0.0%	55,000	17.2%
	<b>+ Long-term variable remuneration</b>				
	SARs („SARS“) <sup>3</sup>	-	0.0%	-	0.0%
	Stock Option (“MSOP”) <sup>4</sup>	-	0.0%	-	0.0%
<b>Total<sup>6</sup></b>	<b>-</b>	<b>0.0%</b>	<b>55,000</b>	<b>17.2%</b>	
<b>Total</b>	<b>= Total Remuneration (“TR”)</b>	<b>132,000</b>	<b>100.0%</b>	<b>319,000</b>	<b>100.0%</b>

Management Board Member in office as at Dec. 31, 2021

Hans Pol Board Member since 01/01/2014

		2020	in % TR	2021	in % TR
<b>Fixed remuneration</b>	Base Remuneration	199,767	72.2%	241,663	22.1%
	+ Fringe benefits <sup>1</sup>	18,996	6.9%	30,174	2.8%
	+ Contribution provident fund	0	0.0%	0	0.0%
	<b>Total<sup>5</sup></b>	<b>218,763</b>	<b>79.0%</b>	<b>271,837</b>	<b>24.9%</b>
<b>Variable remuneration</b>	<b>+ Short-term variable remuneration</b>				
	Bonus <sup>2</sup>	58,062	21.0%	50,197	4.6%
	<b>+ Long-term variable remuneration</b>				
	SARs („SARS“) <sup>3</sup>	-	0.0%	600,033	55.0%
	Stock Option (“MSOP”) <sup>4</sup>	-	0.0%	169,555	15.5%
<b>Total<sup>6</sup></b>	<b>58,062</b>	<b>21.0%</b>	<b>819,785</b>	<b>75.1%</b>	
<b>Total</b>	<b>= Total Remuneration (“TR”)</b>	<b>276,825</b>	<b>100.0%</b>	<b>1,091,622</b>	<b>100.0%</b>

former Management Board Member

Marcus Binder Board Member until 02/28/2020

		2020	in % TR	2021	in % TR
<b>Fixed remuneration</b>	Base Remuneration	29,483	89.0%	0	0.0%
	+ Fringe benefits	1,977	6.0%	0	0.0%
	+ Contribution provident fund	0	0.0%	0	0.0%
	<b>Total<sup>9</sup></b>	<b>31,459</b>	<b>95.0%</b>	<b>0</b>	<b>0.0%</b>
<b>Variable remuneration</b>	<b>+ Short-term variable remuneration</b>				
	Bonus <sup>7</sup>	1,667	5.0%	55,317	7.3%
	<b>+ Long-term variable remuneration</b>				
	SARs („SARS“) <sup>8</sup>	-	0.0%	699,083	92.7%
	Stock Option (“MSOP”) <sup>4</sup>	-	0.0%	-	0.0%
<b>Total<sup>9</sup></b>	<b>-</b>	<b>0.0%</b>	<b>699,083</b>	<b>92.7%</b>	
<b>Total</b>	<b>= Total Remuneration (“TR”)</b>	<b>33,126</b>	<b>100.0%</b>	<b>754,000</b>	<b>100.0%</b>

1 Administrative expenses and the PSV contribution are not included here as they constitute obligations of the Company.

2 The short-term variable compensation received in the financial year for the respective previous financial year.

3 The value corresponds to the amount received from SARs exercised in the fiscal year.

4 The value corresponds to the fair market value for option rights granted in the financial year to subscribe to ordinary shares in the Company (“stock option program” or “MSOP”). This corresponds to the value of the total option rights granted.

5 These disclosures represent the total fixed compensation granted and owed.

6 This information represents the total variable compensation granted and owed.

7 The value corresponds to the amounts received in the respective fiscal year relating to the bonus for fiscal year 2019. In fiscal year 2021, the value of the payment is based on a settlement agreement reached between Mr. Markus Binder and the Company on February 4, 2021, following his departure from the Executive Board, as comprehensive compensation for the bonus payment for fiscal year 2019.

8 The value corresponds to the payment pursuant to a settlement agreement between Mr. Markus Binder and the Company dated February 4, 2021 as full settlement for the redemption of the 2017-2019 SARs program.

9 These figures represent the total of fixed and variable compensation granted and owed.

## Individualized Remuneration of the Supervisory Board

The members of the Supervisory Board solely receive annual fixed remuneration of EUR 25,000 each, with the Chairperson of the Supervisory Board receiving EUR 50,000 and their Deputy receiving EUR 37,500. In the event of changes in the composition of the Supervisory Board during a year, the remuneration is granted pro rata temporis. In addition, an annual fixed remuneration amounting to EUR 10,000 is paid to the Chairperson of the Audit Committee, EUR 5,000 is paid to their Deputy, and EUR 2,500 to each member of the Committee. The maximum annual base remuneration is limited to EUR 50,000 for the Chairperson of the Supervisory Board and EUR 37,500 for the Deputy. This also covers the expenses for memberships and chairpersonships of committees.

The members of the Supervisory Board are also entitled to reimbursement of the out-of-pocket expenses they incur in performing their duties as Supervisory Board members, including any value-added tax payable on those expenses as well as inclusion in the D&O liability insurance taken out by the Company for its corporate bodies.

The remuneration of the individual Supervisory Board members in the 2021 financial year was as follows:

<b>REMUNERATION GRANTED AND OWED TO SUPERVISORY BOARD MEMBERS</b>							in EUR
FOR THE FINANCIAL YEARS 2020 and 2021							
		Base remuneration		Committee remuneration		Total	
		in EUR	in % TR	in EUR	in % TR	in EUR	
<b>Members of the Supervisory Board</b>							
<b>Hubertus Krossa</b> (since 05/2014, Chairperson since 05/2021)	2021	42,428	100.0%	-	0.0%	45,833	
	2020	32,292	100.0%	-	0.0%	32,292	
<b>Henning Gebhardt</b> (since 05/2021, Deputy Chairperson)	2021	21,892	100.0%	-	0.0%	25,000	
	2020	-	-	-	-	-	
<b>Gerhard Schempp</b> (since 06/2020)	2021	25,000	92.3%	2,083	4.0%	27,083	
	2020	14,583	100.0%	-	-	14,583	
<b>Sunaina Sinha</b> (since 08/2021)	2021	10,417	100.0%	-	0.0%	10,417	
	2020	-	-	-	-	-	
<b>resigned or former Members of the Supervisory Board</b>							
<b>Tim van Delden</b> (until 05/2021 Chairperson)	2021	20,833	100.0%	-	0.0%	20,833	
	2020	50,000	100.0%	-	-	50,000	
<b>David Morgan</b> (until 06/2020 Deputy Chairperson)	2021	-	-	-	-	-	
	2020	15,625	100.0%	-	-	15,625	
<b>Total</b>	2021	120,570	98.3%	2,083	1.7%	122,653	
	2020	112,500	100.0%	-	0.0%	112,500	

The remuneration system determined for the Supervisory Board does not provide for any malus or clawback provisions. As a result, no variable remuneration components were reclaimed from the Supervisory Board members in the 2021 reporting year.

## Comparative Presentation Within the Meaning of Section 162(1)(2) AktG (Vertical Comparison)

The following table illustrates the development over time (over the last five financial years) of the remuneration of the board members compared to the average remuneration of the total workforce of SFC Energy AG in Germany on a full-time equivalent basis within the meaning of section 162(1)(2) AktG. In addition, the development of the earnings of SFC Energy AG and the Group as a whole is presented. The development of the Company's earnings is shown on the basis of the Group's key figures for revenues and adjusted EBITDA. Given that both are key performance indicators, they are also part of the financial targets for the Management Board's short-term variable remuneration (Bonus) and thereby have a significant influence on the amount of remuneration paid to the members of the Management Board. Additionally, the development of SFC AG's net income for the year is presented in accordance with section 275(3)(16) of the German Commercial Code (Handelsgesetzbuch - HGB).

The remuneration granted and remuneration owed to the members of the Management Board and Supervisory Board each financial year is presented within the meaning of section 162(1) AktG.

The presentation of the employees' average remuneration is based on the total workforce of SFC AG in Germany. The average remuneration of employees includes personnel expenses for wages and salaries, for fringe benefits, for employer contributions to social security, and for any short-term variable remuneration components attributable to the financial year. Furthermore, remuneration relating to share plans is calculated on the basis of the amounts received during the financial year. As such, the remuneration of employees is in line with the definition of remuneration granted and remuneration owed, as is the case with the remuneration of the Management Board and the Supervisory Board.

### DEVELOPMENT OF THE COMPANY'S EARNINGS

in EURk

Financial year	2017	2018		2019		2020		2021	
			Change		Change		Change		Change
<b>Earnings development</b>									
AG net income for the year (HGB)	3,547	-1,892	n/m	-7,814	n/m	-8,418	n/m	-8,418	0%
Group revenue	54,292	61,704	13.7%	58,538	7.8%	53,223	-9.1%	64,320	20.9%
Group EBITDA adj.	1,454	3,705	154.8%	3,614	148.6%	2,936	-18.7%	6,233	112.3%
Group profit for the period	-2,072	-1	-100.0%	-1,927	-7.0%	-5,184	169.0%	-6,232	20.2%
Group - Equity	13,895	18,204	31.0%	40,260	189.8%	87,365	117.0%	49,616	-43.2%
<b>Average employee remuneration</b>									
SFC AG - Employees	-	-	-	-	-	64	n/a	65	2%
<b>Management Board remuneration</b>									
Dr. Peter Podesser	524	543	3.6%	697	32.9%	524	-24.8%	2,237	327.0%
Hans Pol	198	271	37.0%	369	86.3%	277	-24.9%	1,092	294.3%
Daniel Saxena	-	-	-	-	-	132	n/a	319	141.7%

## DEVELOPMENT OF THE COMPANY'S EARNINGS

in EURk

Financial year	2017	2018	Change	2019	Change	2020	Change	2021	Change
<b>former Members of the Management Board</b>									
Markus Binder 03/01/2017–02/28/2020	170	259	52.8%	269	58.6%	33	-87.7%	0	n/m
Steffen Schneider 09/01/2014–05/25/2017	111	0	n/m	0	n/m	0	n/m	0	n/m
<b>Supervisory Board remuneration</b>									
Hubert Krossa (since 05/2014, Chairperson since 05/2021)	25	25	0.0%	26	2.6%	38	46.2%	46	22.2%
Henning Gebhardt (since 05/2021, Deputy Chairperson)	0	0	n/m	0	n/m	0	n/m	25	n/m
Gerhard Schempp (since 06/2020)	0	0	n/m	0	n/m	15	n/m	26	78.6%
Sunaina Sinha (since 08/2021)	0	0	n/m	0	n/m	0	n/m	10	n/m
<b>former and resigned Members of the Supervisory Board</b>									
Tim van Delden (until 05/2021, Chairperson)	50	50	0.0%	50	0.0%	50	0.0%	21	-58.3%
David Morgan	38	38	0.0%	39	3.3%	0	n/m	0	n/m

## Approval by the Annual General Meeting

The remuneration report was to be prepared for the first time for the 2021 financial year. It will therefore be submitted to the 2022 Annual General Meeting for approval (section 120a(4) AktG). An explanation pursuant to section 162(1)(6) AktG regarding the discussion of the report at the Annual General Meeting could therefore not yet be provided in the 2021 Remuneration Report.