

SCHEDULE C: MARGIN TRADING

This Schedule forms an integral part of the Terms of Business for Retail Clients of Roemer Capital (Europe) Ltd available at roemercapital.com/disclosures/. The Services contemplated by this Schedule cannot be provided to you unless and until you accept the General Terms.

Subject to this Schedule, you may borrow from us cash or securities to purchase or sell investments, i.e. trade on margin. This Schedule sets out the terms for a margin account, which will be different from your regular accounts, in which you trade using the money and other assets you credit to such regular accounts.

1. RISK

1.1. Where you request Services under this Schedule and we agree, intraday credit allowance will be provided to you. This will enable you to purchase or sell more securities than the cash or securities balance in your regular account would otherwise permit. The amount of securities bought or sold may considerably exceed the value of your initial deposit. You understand that while such trades may give a greater opportunity for profit, it is also of a higher degree of risk. With these trades, not only gains but also losses may be magnified.

1.2. If the market value of the securities in your margin account declines, you may be required to deposit more money or securities at short notice in order to maintain your line of credit. In the extreme event that the securities purchased on credit decline to zero or the securities borrowed significantly raise in price, you would need to deposit the relevant amount of securities borrowed or the full initial or market value of the securities in cash to cover the loss. If you are unable to do so, we may sell

all or a portion of assets held in your margin account.

1.3. You should be aware that a margin trading is essentially trading on credit, whereby interest is charged on the outstanding balance of the loan(s). The interest charges are applied to loans' outstanding balance unless you decide to make payments. Over time, your debt level increases as interest charges accrue against you. As debt increases, the interest charges increase, and so on. Therefore, the longer you hold an investment, the greater the return that is needed to break even. If you hold an investment on margin for a long period of time, the odds that you will make a profit are stacked against you.

1.4. You acknowledge that we will have the right to mandate the limit on how much you can borrow and will be entitled to change this limit at any time without consulting you in advance. We will, however, give you notice prior to the date such change is to take effect.

1.5. You realise that any and all Securities and Cash balances accumulated in your margin account as a result of you trading under this Schedule will be subject to the security interests created in our favour and will constitute Secured Assets (as each of the foregoing terms is defined in Schedule A to these Terms). In the event you become unable to make any payments or deliveries under this Schedule, we will be entitled to sell your Securities to recover funds or to appropriate any Cash available in your margin account to satisfy your Secured Obligations (as defined in Schedule A to these Terms) without prior notice to you.

1.6. You agree to carefully consider whether entering into any trades under this Schedule is appropriate for you, taking into consideration your financial resources and other relevant circumstances.

2. THE BASICS

2.1. You realise that a margin account is an account that will allow you to buy or sell securities on credit. In other words, you will be able to borrow cash from us to buy securities or to borrow from us securities to effect the settlement of executed trades. It is important to note that not all securities can be bought or borrowed under this Schedule. Securities that you will be able to borrow will be **borrowable securities**. Securities that you will be able to buy on credit will be **marginable securities**. We will provide to you a list of what we consider to be borrowable and marginable securities via e-mail or by other communication means agreed under the Terms. We will be entitled to make changes to this list at any time without consulting you in advance. We will, however, give you notice prior to such change is to take effect.

2.2. Before the margin account can be used and any trade can be entered into under this Schedule, we will require that you hold or deposit with us, or transfer as collateral to us, such securities, financial instruments or currency (or any combination thereof) in such amount or amounts as we may from time to time request by written notice to you. We shall have the right to remove or add securities, financial instruments or currencies, which we consider eligible to be so held or deposited generally or in relation to a particular transaction, without consulting you in advance. We shall also have the right not to accept any financial instruments or cash proposed by you without giving any reason.

2.3. Once we agreed to provide you margin trading service, you will be able to submit to us orders to buy financial instruments or currency with borrowed cash or to sell financial instruments or currency that you have borrowed i.e. orders to enter into **margin trades**. You will start borrowing only when you buy or sell securities worth more than your

margin account balance in respective securities or cash.

2.4. We will offer you credit in percentage to the total value of securities and cash deposited in your margin account before we advance to you any credit. What you have deposited in your margin account prior to any borrowing, plus the maximum of what you may borrow from us hereunder will together constitute the amount available to you to buy or sell securities. This amount will therefore, be the limit within which you will be able to buy or sell securities under this Schedule at any given time. This limit will be known as **buying power** and will be notified to you via e-mail or by other communication means agreed under the Terms. We will be entitled to change your buying power at any time and without your consent. We will notify you prior to such change is to take effect.

2.5. Once a margin trade has been entered into, you will have to ensure that throughout the life of the trade, the ratio between the total value of securities and cash available in your margin account (i.e. assets) less the total value of securities and/or cash that you have borrowed, less any interest you will have to pay on the loan, less any cost associated with entering into the trade, such as brokerage, exchange, clearing or settlement fees (i.e. liabilities), never falls below definitive percentages set out in the Fee Schedule. This ratio will be known as **margin level**.

2.6. Depending on your margin level, we will assign to you **margin statuses**, which will define and reflect the level of risk we associate with your margin account. These margin statuses may be the following:

(a) **Active**, which means that you may submit orders to enter into margin trades within the limits we have imposed and may subject to the provisions of Schedule A, withdraw cash and/or securities from your margin account. Unless we otherwise expressly agree, you can only withdraw securities or cash actually

available in your margin account, i.e. we will not be obliged to arrange funding or lending for execution of your withdrawal instructions.

(b) **Restricted**, which means that you may only submit orders and/or instructions to the extent such orders and/or instructions to buy or sell securities are aimed at repaying a cash loan or returning to us securities you have borrowed. We will promptly give you written notice in the event your margin status drops down to this level. At this level you will not be entitled to give us instructions to withdraw.

(c) **Margin Call**, which means that we have become entitled to request that you deposit additional money or securities with us so that your margin account is brought up to Active. This notice will be known as a margin call. You shall satisfy such margin call as specified in clause 7 of this Schedule. At this level you will not be entitled to give us instructions to withdraw.

(d) **Liquidation**, which means that we have become entitled without prejudice and in addition to any right or remedy we may have under these Terms, to sell any or all securities held in your margin account and/or deduct any outstanding amounts from cash available therein to the extent necessary for your margin status to become Active. We will also have the right to take any other action described in clause 14 of the General Terms. At this level you will not be entitled to give us instructions to withdraw.

2.7. In case we provide you with market access through another broker or financial institution (**Sub-Broker**), the rules of such Sub-Broker may apply (and override our requirements set out herein), including rules of financing and margin requirements. In such a case we will, acting in a commercially reasonable manner, notify you of that fact and provide you with information received from Sub-Broker to help you to comply with such rules.

2.8. You acknowledge and agree that you shall control your margin status and comply with the requirements set forth in this Schedule or the rules of the Sub-Broker. Specifically, you shall maintain your margin status at an Active level in respect of all your accounts with us. You agree that it shall be your sole responsibility to make yourself aware of all the terms of any margin trades instructed by you on a continuous basis and ensure they comply with the requirements set out in this Schedule or the rules of the Sub-Broker at all times.

3. LOANS

3.1. You understand and agree that any loans advanced to you hereunder are intraday credits and shall be fully returned by you by the close of business of that day without further notice unless we agree otherwise.

3.2. Whenever you borrow cash from us, you simultaneously undertake to repay to us cash equivalent to the borrowed cash (as defined in clause 3.5 below) and pay any interest accrued thereon.

3.3. Whenever you borrow securities from us, you simultaneously undertake to return to us securities equivalent to the borrowed securities (as defined in clause 3.5 below) and pay any interest accrued thereon.

3.4. If income is paid or distributed by the issuer of any loaned securities, you will pay to us an amount equal to, and in the same currency as, the amount paid or distributed by the issuer or, in the case of income in the form of securities, deliver to us securities equivalent to such securities, without any withholding or deduction, and in case any deductions or withholding is made - including but not restricted to any amount which is deducted or withheld in respect of tax by or on behalf of the issuer of the relevant securities or by any other withholding agent and any additional tax credits to which a holder of such securities as specified

by us would be entitled in respect of such income.

3.5. In this Schedule, the expression **equivalent to** shall mean in relation to cash, a payment of the same amount and in the same currency; in relation to securities, securities of the same issuer, which are part of the same issue and are of an identical type, nominal value, description and (except where otherwise stated) amount as those original securities. Securities will be equivalent to original securities notwithstanding that those securities have been redenominated or that the nominal value of those securities has changed in connection with such redenomination. Where original securities have been partly paid, converted, subdivided or consolidated or have become the subject of a takeover or the holders of securities have become entitled to receive or acquire other securities or other property or the securities have become subject to any similar event (other than interest, dividends or other distributions thereon), including distributions which are a payment or repayment of principal in respect of the relevant securities, the expression **equivalent to** shall have the following meanings:

- (a) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;
- (b) in the case of a call on partly paid securities, securities equivalent to the paid-up securities;
- (c) in the case of a capitalisation issue, securities equivalent to the relevant securities together with the securities allotted by way of bonus thereon;
- (d) in the case of conversion, sub-division or consolidation, securities equivalent to the securities into which the relevant securities have been converted, sub-divided or consolidated;
- (e) in the case of takeover, a sum of money or securities equivalent to the consideration given;

(f) in the case of a rights issue, securities equivalent to the relevant securities together with the securities allotted thereon;

(g) in the event that income in the form of securities, or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities is distributed, securities equivalent to the relevant securities together with securities or a certificate or an entitlement equivalent to those allotted; and

(h) in the case of any event similar to any of the foregoing, securities equivalent to (as defined in the provisions of this definition) the original securities together with or replaced by a sum of money or securities or other property equivalent to (as so defined) that received in respect of such securities resulting from such event; provided that

(i) if any event occurs with respect to original securities, which involves the payment of money by the holder of securities, including where a call becomes payable in respect of partly-paid securities, or a demand for any fee, assessment, charge or other payment in respect of any securities becomes payable or the holder of securities otherwise is or becomes legally liable to meet any payment due or to become due in respect of securities, you or we, as the case may be, shall pay to the holder of such securities (or where you are the holder of securities, to the applicable third party on your behalf), for value not later than the due date of the relevant payment, an amount equal to that which is required to be paid by such a holder of securities.

3.6. In compliance with the Applicable Regulations, any cash loans advanced under this Schedule will be credited to your margin account with us as soon as practicable on the trade date and not on the settlement date of the relevant margin trade.

4. ORDER EXECUTION

4.1. To execute a margin trade you may submit to us an order by any communication means specified under the Terms for submitting orders.

4.2. We will check any order we receive from you against our requirements, and, subject to order's compliance with the said requirements, we will execute the order or transmit the same for execution. You acknowledge that we may refuse to accept or execute any order for entering into a margin trade, notwithstanding its compliance with the formal requirements, without explanation.

4.3. Once the order has been executed, we shall debit your margin account for the assets paid or delivered and, if applicable, credit your margin account for the assets bought or received. You understand that any borrowing that you make for entering into margin trades, shall result in negative cash and/or securities balance appearing or growing in absolute value and implying your emerged or increased liabilities to us.

5. VALUATION

5.1. You acknowledge that valuation levels provided by us shall reflect our good faith effort to ascertain fair market levels based on pricing and valuation information as well as calculation models believed by us to be reliable. The basis of all valuations will be as stated below unless otherwise notified. You acknowledge that variations in market conditions will mean that the prices shown by us do not necessarily reflect immediately realisable values.

5.2. If prices for securities are available on a trading venue or organised market, the value shall be the last price on such venue or organised market where securities are predominantly traded on a trading day immediately preceding the day such price is determined. If prices for derivative contracts are available on a trading venue or organised market, the value shall be the settlement price

of futures or theoretical price of options, as the case may be, on such venue or organised market on a trading day immediately preceding the determination date. Information about the prices can be obtained directly from the organized trading venue or information service providers such as, but not limited to, Bloomberg or Thomson Reuters.

5.3. If for any reason prices for securities are not available on a trading venue or organised market and on or about a determination date we have received, or if securities are predominantly OTC traded, "last price" quotations in respect of securities of the relevant description from Bloomberg Generic (BGN) shall be used. If such quotes are unavailable - we will treat as the value of such securities Thomson Reuters Composite Pricing (CMPB, CMPA) quotes, or arithmetic mean of the prices quoted by two or more market makers or regular dealers in a comparable size, adjusted by us in a reasonable manner to reflect accrued but unpaid distributions and to deduct anticipated transaction costs.

5.4. In respect of securities or derivative contracts for which there is no pricing source or a discontinuous source, the value shall be such amount, which, in our reasonable opinion, represents the fair value thereof between you and us.

5.5. You agree that if any prices, balances or liabilities are expressed in different currencies, we may convert any of the same at a market rate of exchange available to us at the relevant determination date indicating to you the original currency and applicable conversion rates.

6. INTEREST

6.1. You shall pay us interest on the value of any cash or securities borrowings advanced by us to you pursuant to this Schedule at the annualised rate as may be agreed between you and us from time to time.

6.2. Interest charges will accrue daily on the basis as may be agreed between you and us from time to time. Failing a separate agreement, a compounded Actual/Actual basis will apply.

6.3. We will debit your account(s) with any accrued interest periodically without prior notice. With respect to any securities, interest will accrue on the market value of securities as determined by us.

6.4. You understand that we may adjust the interest rate and fees from time to time without your consent. We will, however, provide notice to you before such change is to take effect in a manner set out in the General Terms. All interest shall be payable as a separate debt.

7. MARGIN CALL

7.1. On or any time after your margin status reaches or falls below Margin Call level, we will be entitled to give you a margin call to recover your margin status to Active. A margin call may be given by any communication means agreed under the Terms.

7.2. A margin call may request that you deposit with us additional amount of cash in definitive currency and/or securities of a particular description which we may determine in our absolute discretion out of those previously notified to you via e-mail or by other communication means agreed under the Terms, and may specify the deadline for making a transfer. Failing such specification, you shall make any transfer so that the same is received by us by 02:00 p.m. UTC on the day following the day of the margin call.

7.3. If a margin call is not fulfilled in accordance with its terms, we may in addition to our other rights and remedies under the Terms, immediately change your margin status to Liquidation.

8. RIGHT TO REVOKE

8.1. We have the right, at our absolute discretion and without being obliged to justify such a decision to you, to revoke or cancel any undrawn credit facilities extended to you.

8.2. Any such decision shall be notified to you by e-mail or other communication means agreed under these Terms, and shall have immediate effect.

8.3. We shall also have the right, at our sole discretion and without assigning any reasons, to require that you immediately repay to us any amount, which has become due, either fully or partially.

9. REPRESENTATIONS AND WARRANTIES

9.1. On a continuous basis, you additionally represent and warrant to us and agree that:

(a) the purpose of any loan or borrowing, which may from time to time be requested by you hereunder is consistent with your investment objectives, horizon and risk appetite and the proceeds thereof will not be used for any purpose which is unlawful under any Applicable Regulations;

(b) you have sufficient knowledge and experience to enter into margin trades, you have read and understand the risks warnings and agree to any risks associated to such trades.