

## **SCHEDULE D: MANDATORY SFTR REPORTING**

This Schedule forms an integral part of the Terms of Business for Retail Clients of Roemer Capital (Europe) Ltd available at [roemercapital.com/disclosures/](https://roemercapital.com/disclosures/) and will automatically apply to you if you are an NFC-SME (as defined below) and choose entering into any Securities Financing Transactions or SFTs (as defined below) with or through us pursuant to the Terms. Subject to this Schedule, we will report SFTs on your behalf to a trade repository as prescribed by Regulation (EU) 2015/2365, as amended (**SFTR**).

### **1. DELEGATED REPORTING**

**1.1.** Where you are incorporated or having place of business in the EU and you are a 'non-financial counterparty' (as defined in Article 3(4) of SFTR) meeting the criteria set out in Article 4(3) of SFTR (**NFC-SME**) we are required under Applicable Regulations to report on your behalf the details of the following transactions executed with or for you (**SFTs**):

- (a) securities lending transactions and securities borrowing transactions;
- (b) margin lending transactions,

in each case as defined in SFTR, to a trade repository.

**1.2.** For us to comply, you agree to promptly deliver to us all information that we may from time-to-time request to enable us to submit the information that is required to be reported under Applicable Regulations (including counterparty, re-use and static data) (**Relevant Data**) to the relevant trade repository (**Relevant TR**) selected by us in our sole and absolute discretion.

**1.3.** With respect to each SFT executed with or for you (**Relevant Transaction**) you:

- (a) agree and acknowledge that if you fail to comply with clause 1.2 above, we will be free from any liability for improper

submission of the Relevant Data to a Relevant TR by the reporting deadline, as determined by us pursuant to Applicable Regulations;

- (b) represent to us that the information you deliver under clause 1.2 above is, at the time of delivery, true, accurate and complete in every material respect; and
- (c) acknowledge that we may rely on the information you deliver under clause 1.2 above without investigation.

**1.4.** In respect of each Relevant Transaction, we will determine in our sole and absolute discretion whether our transaction reporting obligations under Applicable Regulations in relation to SFTs executed with you or on your behalf has arisen, the type of the Relevant Transaction and the Relevant Data. If unique reference(s) need to be generated for inclusion in the Relevant Data, you agree that we may generate such unique reference(s).

**1.5.** If you become aware of a material error in any Relevant Data reported to a Relevant TR in accordance herewith or any error in any data provided by you to us, you will notify us as soon as reasonably practicable and we will use reasonable efforts, acting in good faith and a commercially reasonable manner, to resolve such error.

**1.6.** You agree that we may utilise the services of a third party service provider to facilitate the submission of Relevant Data or other performance of our obligations hereunder (including but not limited to any platform, system, interface or other technology developed by any such third party service provider for such purpose). Where we have discretion in selecting a third party service provider, we will use reasonable care in the selection of the third party service provider.

**1.7.** You agree and acknowledge that our obligations under this Schedule will automatically terminate once you cease to be an NFC-SME (**Cut-off Date**), as notified by

you to us in writing or determined by us during your regular reviews or otherwise. You hereby agree to immediately notify us of you ceasing to be an NFC- SME.

**1.8.** For each Relevant Data reported on your behalf after the Cut-off Date you may be charged with our average fee for the SFTR delegated reporting.

## **2. LIMITATION OF LIABILITY**

You acknowledge and agree that notwithstanding any other provision of the Terms, we and our directors, officers, employees, contractors and agents shall not have any liability to you (or any person claiming under or through you) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for any Loss (as defined in the General Terms) arising directly from, or in connection with:

- (a) any acts, omissions or failures of any third party, including but not limited to any third-party service provider or a Relevant TR (including any decision by a third party service provider or a Relevant TR not to permit us to submit Relevant Data via the third party service provider or to a Relevant TR on your behalf);
- (b) the failure of any platform, system, interface or other technology, including any internal platform, system, interface or other technology, which we use or intend to use in the performance of our obligations or exercise of our rights under this Schedule; or
- (c) a third party accessing or intercepting any information or data attributed to you, except to the extent that such Loss is due to the gross negligence, wilful misconduct or fraud on our behalf or that of our contractors or agents.