

MIFID II INFORMATIVE LETTER FOR RETAIL AND PROFESSIONAL CLIENTS

1. Summary of changes to the Terms and Conditions

Zemblanco Investments Ltd has updated its existing policies and internal procedures to be in line with the new regulatory framework, and supports the initiative that aims to provide better protection to its clients.

Our Terms and Conditions (the “Terms”) allow us to make any changes to the terms of our agreement with you. A summary of these changes is presented below. You may, if you wish, to refuse accepting these changes and terminate our agreement. If you have any questions about the changes and how they affect you, or any aspect of the services provided to you, please contact us.

Key changes that reflect the new requirements in relation to investment services

A. Provision of overall investment services

Our Terms will be amended in order to:

- reflect the new requirements for providing you, upon request, additional information about the costs and charges in relation to our investment services/ products.
- reflect the new requirements for providing you additional information about the new share trading obligations as well as certain derivative contracts, transaction reporting and transparency requirements.
- inform you on an annual basis, when we execute transactions on your behalf, about the available information in relation to the top five execution venues/brokers (where we place orders with third parties) used.
- reflect the insertion of the Organised Trading Facility (“OTF”), being the new type of trading venue introduced by MiFID II. An OTF is a kind of a trading venue in which multiple third party buying and selling interests in bonds, structured finance products, derivatives or other instruments are able to interact in the system in a way which results in a contract.
- As an existing customer, you have already consented to trade outside a Regulated Market or a Multilateral Trading Facility (“MTF”); however, on the basis of our Terms, your consent for trading on OTFs when you instructing us for buying or selling a financial instrument traded on an OTF, is deemed necessary.
- reflect our obligation to disclose information about transactions entered into with you to the relevant regulatory authorities. Unless you notify us otherwise, you hereby agree to waive any rights to confidentiality.

B. Product governance

Our Terms will be amended in order to:

- reflect our responsibility to assess and define a target market of all the investment products that are manufactured for, distributed or sold to you.

- reflect our responsibility for performing a preliminary compatibility assessment on each product offered versus your needs, characteristics and objectives.

C. Provision of custody services/holding your assets/funds

Our Terms will be amended in order to:

- reflect our responsibility to provide you with a monthly statement about the assets hold on your behalf.
- reflect our responsibility to appoint a single officer of sufficient skill and authority with specific responsibility for the safeguarding of your financial instruments and funds.

D. Communicating with you in the course of the provision of investment services

Our Terms will be amended in order to:

- identify the circumstances under which the Company may provide you with certain information via specified websites instead of providing such information on paper.
- inform you about recording of telephone and electronic communications as well as your right for accessing those records. These recordings may be made with or without the use of a spoken warning, tone, or similar notification.

2. Information to Competent Authority (ies)

If you are a natural person

According to the reporting requirements of MiFID II package with regards to natural persons, Zemblanco Investments Ltd must disclose, depending on the natural person's nationality and the highest priority identifier set by the European Securities and Markets Authority ("ESMA"), the following information to the Cyprus Securities and Exchange Commission ("CySEC"):

- first name;
- surname,
- date of birth;
- other personal identification data (e.g. national passport number).

If you are a legal entity

According to the MiFID II rules, LEI is a prerequisite for trading.

Kindly note that in the absence of your LEI, the Company will not be in position to continue trading with you from the 3rd of January 2018 onward.

Thank you for your understanding and we look forward to continue cooperation with you in 2018.
If you have any questions or require further clarification, please contact us at info@zemblanco.com.

Yours faithfully,
Zemblanco Investments Ltd