



Aurel BGC MONACO SAM

5 Avenue st Michel

98000 Monaco

TÉL. : +33 (1) 70 95 36 02

**AUREL BGC MONACO SAM**  
**STANDARD TERMS OF BUSINESS**  
**DATED 3<sup>rd</sup> JANUARY 2022**  
**(the “Terms”)**

**THE TERMS TOGETHER WITH AUREL BGC TERMS (INCLUDING ANNEXES) AND ANY SUBSEQUENT AMENDMENT THERETO ARE AVAILABLE ON AUREL BGC’S WEBSITE**  
**[<http://www.aurel-bgc.com>]**

The Terms are sent to you by Aurel BGC Monaco (“we”, “our” or “us”) as investment service provider to you as our customer (*hereinafter referred to as “you”*) and (save to the extent set out herein) will apply to and govern our relationship with you as our customer. These Terms apply to the services of receiving and transmitting orders on financial markets referred to in clause 2 below which we provide from Monaco. If you are not a customer of ours, then the Terms will not apply to our relationship with you.

The Terms are legally binding and shall take effect on the earlier of the date of signature of the present Terms or the date on which we receive instructions from or provide any services to you under clause 2.1 of the Terms. Capitalised terms and expressions not defined herein will have the meaning ascribed to them in Aurel BGC’s Terms. Amendments to the Terms may be made by us in accordance with clause Erreur ! Source du renvoi introuvable. of these Terms. Save where agreed between you and us to the contrary in writing, this version supersedes and replaces all prior versions of these Terms.

As Aurel BGC will execute any orders received and transmitted by Aurel BGC Monaco, you will also become a customer of Aurel BGC and Aurel BGC’s Terms shall bind you as from the date of entry into force of the Terms. You should read the Terms in conjunction with Aurel BGC’s Terms and Execution Policy which are being sent to you and which shall apply in respect of inter alia execution of orders and are incorporated mutatis mutandis herein. In the event of any inconsistency between these Terms and Aurel BGC’s Terms, these Terms shall prevail.

The Terms, Aurel BGC’s Terms and Aurel BGC’s Execution Policy (and any amendments) are also available on Aurel BGC’s website together with such other relevant information as we may choose to display from time to time.

## 1. GENERAL INFORMATION

**1.1 Information about us:** We are licensed in Monaco by the Monaco *Commission de Contrôle des Activités Financières* (“CCAF”) whose address can be found on its website [www.ccaf.mc](http://www.ccaf.mc) with our registered address at Villa Claude, 5 Avenue Saint-Michel, 98000 Monaco. We are incorporated in Monaco as a “*société anonyme monégasque*,” a subsidiary of BGC France Holdings whose other subsidiary is Aurel BGC, an investment firm authorised in France by the Autorité de contrôle prudentiel et de résolution (ACPR) under registration no. 45340 and whose address can be found on [www.aurel-bgc.com](http://www.aurel-bgc.com). Aurel BGC is a French incorporated société par actions simplifiée (registration number 652051178) having its registered office at 15/17 rue Vivienne, 75002 Paris, France, with VAT registration number FR 39 652 051 178.

**1.2 Your capacity:** You will inform us of the capacity in which you are acting (in particular before placing any order with us). We will assume that you are acting as principal unless you specifically notify us that you are acting as an agent for another principal or in another capacity.

You will be informed by Aurel BGC regarding your status as either a professional client or an eligible counterparty in accordance with the provisions of clause 5 of Aurel BGC’s Terms.

**1.3 Applicability:** The Terms supersede any previous agreement between us on the same subject matter. Save where we notify you to the contrary in writing, otherwise agreed between you and us in writing or as required by and subject to applicable laws and regulations, the Terms shall apply to all transactions contemplated by or services provided by us under the Terms. However additional or alternative terms, terms of business, rule books or other agreements between us may apply to such Transactions (a “**Secondary Agreement**”). In the event of a conflict between the Terms and the

SOCIÉTÉ ANONYME MONEGASQUE AU CAPITAL DE 300 000 €

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Secondary Agreement, the terms of the Secondary Agreement shall prevail unless stated to the contrary in the Secondary Agreement.

## 2. SERVICES

We have been authorised to receive and transmit orders in relation to securities or financial instruments and to advise and assist clients in receiving and transmitting such orders on the financial markets both in the Principality of Monaco and abroad.

For the services provided by Aurel BGC including execution, please refer to Aurel BGC's Terms.

## 3. MISCELLANEOUS

**3.1 Amendments:** We may amend the Terms by written notice to you. Amendments will become effective on the date specified by us. Unless otherwise stated by us when making amendments, the amendments will be binding upon you from the date of such amendment. Certain amendments may be made by posting on Aurel BGC's website at <https://www.aurel-bgc.com/>. You will be deemed to accept such amendment if you continue transaction or receive services under these Terms.

You can contact either us or Aurel BGC at the addresses and details in clause 3.2 (Notices) below should you have any query on this.

**3.2 Notices:** All notices to Aurel BGC Monaco shall be sent to: Villa Claude, 5 Avenue Saint-Michel, 98000 Monaco and any notices to Aurel BGC shall be sent to: 15/17 rue Vivienne, 75002 Paris, France. Notices given under this clause should be addressed: (i) for the attention of the Head of Legal if the notice is a legal or contractual notice (by email to [legal@aurel-bgc.com](mailto:legal@aurel-bgc.com)); (ii) for the attention of the Head of Compliance if the notice is a regulatory notice ([compliance-paris@aurel-bgc.com](mailto:compliance-paris@aurel-bgc.com)); (iii) for the attention of the Head of Office and Chief Compliance Officer if the notice is a local matter; and (iv) for the attention of the relevant business person or relevant department for any other notices.

**3.3 Entire Agreement:** These Terms and, if relevant, any Secondary Agreement under clause 1.3 of these Terms constitute the entire agreement between us and supersedes any prior agreement relating to the subject matter herein, or any prior declaration or statement we may have made.

**CLIENT'S LEGAL ENTITY NAME:**

BY:

NAME:

TITLE:

DATE: