



## Cantor Fitzgerald Europe Standard Terms of Business

### Addendum

#### 3 January 2018

This addendum has been created in order to comply with new legislation relating to markets in financial instruments, data protection and criminal finances and updates provisions relating to the Financial Services Compensation Scheme. It will apply with effect from 3 January 2018 in the event that we provide services to you on or after that date.

Cantor Fitzgerald Europe is authorised and regulated in the United Kingdom by the Financial Conduct Authority (“FCA”) whose address can be found on its website at [www.fca.org.uk](http://www.fca.org.uk).

The Terms of Business (hereafter “**Terms**”) we currently have in place with you continue to apply, save for the inclusion of the terms below. In the event of a conflict between the terms below and the Terms, the terms below shall prevail.

Save where we agree otherwise in writing, all services provided to you by us will be provided under the Terms and this addendum, including but not limited to the following:

- (i) Reception and transmission of orders;
- (ii) Execution of orders on behalf of clients;
- (iii) Dealing on own account;
- (iv) Safekeeping and administration;
- (v) Foreign exchange services in connection with the investment services above; and
- (vi) Financial analysis.

1. You acknowledge and agree we may execute trades outside of a Trading Venue or via a bilateral capacity and you consent to our doing so, absent instructions in writing from you to the contrary.

2. You may communicate with us in English orally or in writing by such methods as we agree.

3. We give you no warranty as to the suitability or appropriateness of the Financial Products traded or services provided under the Terms and this addendum.

4. Prior to our providing services to you we will disclose our rates and charges in accordance with Applicable Regulations and such disclosure may be by way of limited application. For certain services we are only able to provide estimates of our rates and any such disclosure will not obligate us to provide our services at the estimated rate.

5. In the course of carrying on our business (both on our own account and for other clients), you acknowledge and accept that we and our Affiliates may provide services to other clients whose interests may conflict with the services provided by us to, or the interests of, you and your Affiliates or we or our Affiliates may have some other interest, relationship or arrangement that conflicts with the services provided by us to you (“**Conflicts of Interest**”). We are required by the FCA Rules to have a policy for identifying, preventing and managing conflicts (a “**Conflicts of Interest Policy**”). For the avoidance of doubt, our Conflicts of Interest Policy does not constitute or create any legal rights for you

under the Terms against us or our Affiliates. You acknowledge and accept, subject to our compliance with Applicable Regulations and our Conflicts of Interest Policy, that:

(i) we may act in any manner which we consider appropriate in relation to any Conflict of Interest; and

(ii) we will be under no obligation to disclose any Conflict of Interest unless we are unable to ensure with reasonable confidence that risks to your interests can be prevented. In the event of such disclosure we will disclose in writing the general nature and/or source of the Conflict of Interest and the steps taken to mitigate the risks to you.

6. We may provide or receive minor benefits, non-minor benefits or monetary benefits (“**Benefits**”) to or from you or third parties in relation to the services we provide to you. Any such Benefits will, where required, be disclosed to you prior to our providing services to you. In the event you do not wish to receive any Benefits referred to in such ex-ante disclosure you must inform us prior to their provision. Alternatively, if you would like to receive a specific Benefit for a fee please contact the Compliance Department (Email: [compliance@cantor.co.uk](mailto:compliance@cantor.co.uk)).

7. We will where required provide you with an annual ex-poste disclosure of any Benefits you have received in regard to the services provided to you.

8. Any research materials we give you are provided solely for information purposes and to enable you to make your own investment decisions and are not otherwise to be relied upon by you.

a. Unless stated expressly to the contrary in writing, such research materials are to be paid for by you separately where required and are incidental to your dealing relationship with us and do not amount to advice. They will not take account of your personal circumstances and may not be suitable for you. Our research materials should not be construed as a solicitation or an offer to buy or sell any Financial Products in any jurisdiction and they do not amount to advice or a personal recommendation. We give no representation, warranty or guarantee, express or implied, as to the accuracy, completeness or reliability of such research materials or as to the legal, regulatory or tax consequences of any Transaction effected on the basis of our research materials. We are under no obligation to update or keep current the information contained in any research materials.

b. Any opinions expressed in our research materials are subject to change without notice and may differ or be contrary to opinions expressed by our other business areas or those of our Affiliates.

c. Analysis contained in our research materials (if any) is based on numerous assumptions and different assumptions could result in materially different results.

d. Subject to Applicable Regulations we shall not be obliged to ensure that any research materials we provide to you, or any information on which it is based, will be given to you before or at the same time as such is made available to any other person, including, without limitation, any Affiliate or other clients. We shall not be under any obligation when we deal in Financial Products for or with you to take account of any such research materials.

e. No research materials issued by us may be reproduced by you for any purpose except with our written permission.

f. When our research materials contain a restriction on the person or category of person for whom that document is intended or to whom it may be distributed, you will not pass it on to any such person or category of persons. In addition, the receipt of research materials may be restricted by law and you are only able to receive them if you are “qualified” in the country in which you are incorporated or conduct business to receive them due to your experience, profession, activity, classification or other relevant qualification or exemption. If this is not the case then you are not permitted to use or act in relation to the research materials.

9. You and your Underlying Principals shall not engage in any activity, practice or conduct which would constitute either: a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

10. We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Most types of investment business are covered for 100% of the first £75,000.

11. As a professional client or eligible counterparty, you will have no right of complaint to the Financial Ombudsman Service in respect of any act or omission on our part which is alleged to be in breach of FCA Rules.

12. In respect of the personal data (as defined under the Data Protection Act 1998) (“**Personal Data**”) provided by you to us in connection with the services hereunder, prior to giving us any such Personal Data you undertake that you have, to the extent required, obtained the consent of, and provided proper notice to, the relevant data subjects of the provision of the Personal Data hereunder and the information and the usage to be made of such Personal Data as set out in this clause 12.

a. Subject to clause 12 (e) below, you agree to and authorise the Personal Data being:

i. processed by us, any of our Affiliates and where applicable (subject to appropriate confidentiality obligations and appropriate obligations as to protecting Personal Data) third parties which provide services to us including which we use for the performance of our obligations under the Terms, information management, to undertake compliance and regulatory reporting and to meet our obligations to our regulators;

ii. subject to you notifying us in writing to the contrary, processed by us or any of our Affiliates or the aforesaid third parties for marketing purposes including informing you about events, products or services offered by us, our Affiliates or selected third parties which we believe may be of interest to you;

iii. disclosed to credit reference agencies or other organisations that help us and others reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks, where we are required to do so by Applicable Regulations, where there is a public duty to disclose or where our interests require disclosure, at your request, or with your consent;

iv. disclosed to third parties to whom we transfer or propose to transfer any of our rights or duties under these Terms but subject to appropriate confidentiality obligations and appropriate obligations as to protecting Personal Data; and

v. transferred to countries outside European Economic Area where such Affiliates or third parties reside, perform their services or maintain any technical connection necessary for the provision of such services. In those cases, except where the relevant country has been determined to ensure an adequate level of data protection by the European Commission, we will ensure that the transferred Personal Data is protected by a data transfer agreement in the appropriate standard form approved for this purpose by the European Commission.

b. We may obtain Personal Data relating to your customers, Staff, agents and delegates from third parties including credit reference providers, registries, Companies House or other organisations that help us and others to reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks.

c. Data subjects may, where applicable, exercise rights of (i) access to Personal Data, (ii) rectification or erasure of Personal Data and/or (iii) to restrict or object to its processing by writing to us.

d. Complaints about our processing of Personal Data may be made to the office of the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)).

e. Save in relation to marketing under clause 12(ii) above, our use, disclosure and other processing of the Personal Data obtained hereunder is permitted by Applicable Regulations because it is: (i) necessary for the purposes of our legitimate interests in pursuing the purposes set out in in this clause 12; and/or, in some cases, (ii), necessary so that we can comply with Applicable Regulations.

f. We will retain Personal Data for as long as necessary for the purpose for which it has been collected and is processed for or as required under Applicable Regulations as that term is defined in the Terms.

13. We will record telephone conversations without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be our sole property and accepted by you as evidence of the orders or instructions given. In the event you request records from us we reserve the right to charge you for any records we may provide in response to such request.

14. You consent to the provision of information via email, pdf document or by any other durable medium that is not paper. You also consent to the provision of information not personally addressed to you via our website <http://cantor.com/global/europe/> (or such other website as we may notify you from time to time).

**Interpretation:** In this addendum:

“**Affiliates**” means in relation to (i): Cantor Fitzgerald Europe, Cantor Fitzgerald, L.P. and any person, company, partnership or entity controlled by Cantor Fitzgerald, L.P. (excluding BGC Partners, Inc. and its Subsidiaries other than those which provide support services to Cantor Fitzgerald Europe), and (ii) in respect of any other company, person, partnership or entity, any company, person, partnership or entity controlled by or controlling or in common control with that company, person, partnership or entity. A person, company, partnership or entity shall be deemed to control another person, company, partnership or entity if the former person, company, partnership or entity possesses, directly or indirectly, the power to direct, or cause the direction of the management and policies of the other person, company, partnership or entity whether through ownership of voting securities or partnership interests, representation on its board of directors or similar governing body, by contract or otherwise;

“**Applicable Regulations**” means:

- (i) FCA Rules or any other rules of a relevant regulatory authority;
- (ii) the Rules of the relevant Market; and
- (iii) all other applicable laws, rules and regulations as in force from time to time (including in relation to taxation), as applicable to the Terms;

“**Conflicts of Interest**” and “**Conflicts of Interest Policy**” bears the meaning in clause 5;

“**FCA Rules**” means articles, rules, regulations and procedures, as in force from time to time;

“**Financial Products**” means such securities, equities, commodities, investments or other financial instruments howsoever described as we may agree shall be the subject of the services we provide to you under the Terms;

“**Market**” means any and all exchanges, markets, ECNs (electronic trading networks), ATSS (alternative trading systems), MTFs (multilateral trading facilities), OTFs (organised trading facilities), SEFs (swap execution facilities), DCMs (designated contract markets) or order matching system;

“**Personal Data**” bears the meaning in clause 12;

“**Policy**” means our Order Execution Policy;

“**Staff**” means all directors, officers, partners, employees, consultants, contractors and sub-contractors of you or your Underlying Principals or us or any of our respective Affiliates, as the case may be;

“**Subsidiaries**” means, as of the relevant date of determination, with respect to any person, any other person of which 50% or more of the voting power of the outstanding voting equity securities (which, for the avoidance of doubt, shall include a general partner interest) or 50% or more of the outstanding economic equity interest is held, directly or indirectly, by such person;

“**Trading Venue**” means a regulated market, an MTF or an OTF;

“**Transaction**” means: a contract in an investment within article 76 to 80 or 83 to 85 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 or any other contractual arrangement entered into between you and us; and

“**Underlying Principal**” means any underlying principal agreed to in writing by us from time to time on whose behalf you act (as agent or otherwise) and enter into Transactions with or through us or our Affiliates; and where such underlying principal does not constitute a single legal person, means the trustees, individuals or other persons who are the primary representatives of the organisation, trust or fund on whose behalf they are dealing.

### **Risk Warning**

*You should be aware that Financial Products and the services referred to in this addendum carry varying levels of risk regarding losses, value and liability. You should ensure that you fully understand the nature of investments and the potential risks relevant to each investment you choose to trade in. You should also be satisfied that it is suitable and appropriate for you in terms of your circumstances and financial position.*