



AGREEMENT - TRADING TERMS & CONDITIONS

We are committed to providing fast, efficient quality service and high quality products at the best wholesale prices.

General

The following Agreement - Terms and Conditions document the contractual relationship between you and us, and apply to all deliveries, services rendered and quotations on our part in legal commerce with clients.

You agree to be bound by the provisions of this Agreement, and by the rights and obligations created in the terms of this Agreement.

These Terms and Conditions may not be varied or waived except with our express written agreement.

Acceptance of the Customer Agreement

You become a new customer of AMP by opening an account, and you accept that AMP Terms and Conditions that define the prevailing business relationship between AMP and you.

You have chosen to become an AMP customer as to benefit from AMP's wholesale terms for trading and diversified storing of gold bullion. You expect to pay wholesale low premiums by comparison with alternate ways for buying, holding and selling gold bullion.

You undertake to provide us with personal details and information as requested in accordance with anti-money laundering and KYC (Know Your Client) regulations, needed to process your order.

By placing an order you warrant that you are at least 18 years old and legally capable of entering into binding contracts.

You undertake to comply with all relevant laws of any territory of which you are a resident, citizen, national or subject.

You undertake to identify yourself before funding your account, and according to the identity verification procedures required by AMP. All customers must provide appropriate certified identification documents, including signature before an order can be placed.

You undertake to provide clear evidence of the single bank account from which your deposits originate and to which your money will be returned.

Where the account is for a corporation, or a trust, then in addition to the above you must provide documents of incorporation, representation, as appropriate. Also a photo identity for any individual with a 20% or greater beneficial interest. Your submitted documents should be in English, otherwise you undertake to provide certified translations along with your documents, at your expense.

You agree to receive communications from us.

Quotations / Pricing

Prices quoted are made up of the metal content at the prevailing spot price plus a premium.

All prices quoted on AMP website are based on the live market price of gold bullion, and updated only during business hours Monday to Friday (excluding Public Holidays).

Our quotations are subject to change. These prices are indications and not firm commitments to buy or sell. They become binding at the actual time of your confirmed phone order with us and when received together with the confirmation of order in the case of an advanced payment and otherwise on delivery of the invoice to the customer.

You never pay more than the going market price plus a small premium.

Prices will be confirmed at the time of purchase/sale. AMP confirms your order for gold bullion, and you're locked in at the quoted price at that moment. We give you an order confirmation number, which guarantees your price. There's no need to worry about market fluctuations. Regardless of whether the market goes up, you pay your confirmed price for gold bullion coins.

Metal Purchase- Binding Contract

Precious Metal is purchased on the buyer's behalf and the metal price fixed at the time a customer order is placed. A binding contract to purchase exists once the buyer agrees the price and places the buy order - either verbally by telephone, or in person or by e-mail. From that moment on, the buyer assumes all price exposure risk. A copy of the *completed order confirmation* is immediately emailed to the buyer. Buyers are asked to *sign and return this document* within one hour to verify receipt. The contract to purchase is legally binding notwithstanding the non return of this document.

The applicable metal price is noted on the Sales Invoice. As metal is purchased on your behalf on placement of your order, fixing of the metal price in advance of payment is offered as a service to wholesale buyers on condition that all Terms & Conditions have been met in past transactions. AMP reserves the right to require full or part payment prior to fixing the price, as it sees fit.

All orders for gold bullion are subject to acceptance by AMP. Bullion prices can change rapidly and we reserve the right to refuse orders due to volatile prices. AMP cannot accept any liability for any loss suffered as a result of any action of any kind taken by any person based on this pricing information and reserves the right to decline any trade involving pricing or inventory errors caused by computer errors or malfunctions.

Orders require the payment of 10% deposit in cleared funds prior the fixing of prices and acceptance of the order. Full payment in the specified currency is due within 2 business days of placing an order in which the metal priced has been locked-in, must be remitted including any insured postage and shipping costs, which must be assumed by the buyer. Non-payment will result in cancellation of the contract and recovery of costs.

For orders of 300,000 Euro or more, full payment in cleared funds must be received prior to placing an order which fixes the metal price.

AMP Rights

AMP hereby reserves the following rights and the Client acknowledges and agrees to the following:

AMP may adjust ASK and BID prices at any time without prior notice.

AMP may limit the products or services provided by telephone, or in person.

AMP may cancel or reject any order at any time.

AMP may place limits on the amounts that may be offered for sale or the amounts that may be bought back by AMP in any 24 hour period.

Terms of Payment - Default

All sales are final. They are not cancelable, refundable or returnable. The invoiced value is due in full immediately upon receipt of the invoice. The full amount of the order must be paid within 48 business hours.

If we do not receive your payment by this deadline, AMP may deem your transaction to be cancelled and you may be liable for market loss repayments and other fees.

Non-payment will result in cancellation of the contract and recovery of costs.

If your payment is not received within 2 business days of the order date, AMP will retain your initial deposit and charge your account for any charges arising, including the fixed redemption fee and market losses.

Should the customer not pay within 2 bank clearing-days after the invoice date, he/she is in default of payment without a reminder.

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Payment is to be made by bank transfer only. Funds must originate from the verified customer's account.

The issued account number must be quoted as a reference when transferring or depositing funds so we can identify your payment and ensure that your funds are allocated accordingly. The issued account number must be quoted as a reference when transferring or depositing funds so we can identify your payment and ensure that your funds are allocated accordingly.

Storage - Care of your bullion

You hereby authorize AMP to arrange for the transportation, storage and insurance of your precious metals and to enter into contracts on your behalf. At your request, AMP will provide storage for your precious metals with a depository selected by us. You must first read and agree to the terms and conditions set forth in [AMP's Storage Agreement](#).

AMP undertakes that your bullion will not be subject to any kind of lending, collateral or derivative transaction of any type and will remain your property until withdrawn or sold according to your instructions received.

AMP undertakes to ensure your bullion is held in segregated storage. Segregated storage means that the grams of gold, are contained within discrete and identifiable forms of physical bullion that meet the Chain of Integrity Standard, and which bullion is held free and clear from any claim.

AMP undertakes to ensure your bullion is insured against theft according to the accepted insurance standards of the

bullion industry, and at a cost which is born by AMP in respect of custody of your bullion.

Each Storage Facility maintains insurance at least equal to one hundred percent (100%) of the value of Metal owned by clients.

Every Holding records grams of gold. Provided that you hold sufficient metal, you may elect to hold Registered Bars each of which meets the Chain of Integrity Standard. You agree to keep your holdings stored by AMP free from any liens, encumbrances, charges or claims, unless it has been expressly been informed before-hand.

At any time you may request AMP to arrange for physical delivery to you, by providing AMP with delivery instructions.

In the event AMP needs to change depositories, you will be notified of the new depository location within 10 business days.

Note: Governments might seek to constrain or tax the ownership of bullion to the disadvantage of its owners. AMP provides for a multitude of gold ownership options and multiple storage locations from which you may choose one or more.

Deliveries - Dispatch

Precious metals are dispatched usually within 48 hours after full payment in cleared funds has been received. However, delivery times may vary as it may be necessary for AMP to source coins in the market place before the order can be filled. If so, delivery times will not affect the agreed price and all deals where payment has been made will be filled. AMP will endeavor to dispatch bullion orders within the next 2 days after receipt of full payment. In the event of high demand, delivery delays may occur. AMP accepts no liability for any losses incurred in the event of delayed deliveries.

Photographic ID (passport or driver's license) and signature from the person receiving the parcel are required for all deliveries. Only the customer or a person appointed during the purchase will be able to receive the parcel. Customers will be notified when the order has been dispatched and the expected delivery date, and the tracking number provided. If no person is available to receive your parcel, a card with contact details will be left for you to arrange a re-delivery or collection of the item. If no action is taken, the parcel may be returned to AMP and it will incur return dispatch fees. Additional fees may be incurred for a new delivery.

Selected delivery methods automatically include insurance. Your package is fully insured until you sign for it. A signed acceptance of delivery at the consignment address will be deemed as completed delivery. Any claim for lost goods must be made immediately upon inspection of package on delivery.

Orders sent by Armored escort are only delivered to verified business addresses. No delivery will be made to residential addresses.

Reservation of Proprietary Rights

For clients where AMP has extended credit, the delivered goods remain our property until payment in full of said invoice and other existing outstanding payments have been completed.

Returns

No returns of Bullion are accepted. Any shipment of bullion returned to AMP due to the customer's refusal to accept delivery or the customer not being available for delivery, will remain the responsibility and cost of the customer, and will not be accepted as a return of product under any circumstances.

Capital Gains/Income Taxes

AMP does not report any client transactions to the Internal Revenue Service or the Cyprus Tax Office; however, the purchase or sale of Precious Metals may be considered reportable as taxable income and sales may be taxable for capital gains. It is the client's responsibility to contact a financial advisor to safeguard his/her position. AMP will not be held liable for any capital gains or tax implications due to the purchase or sale of precious metals by the client.

Gold bullion deliveries may be subject to import charges and other local taxes. Any such charges are the responsibility of the customer. Customs restrictions may also apply. We recommend that all customers contact their local customs office for further information and advice before placing an order.

Clients are responsible for paying taxes as are or may be applied on bullion purchases, bullion sales.

Joint Holdings

You may grant additional persons full access to your Holding. In that event, this Agreement binds all persons having a vested interest in your holding, and that you shall, together with any Joint Holder, be jointly and severally liable for any obligations in respect of this Agreement.

Each Joint Holder agrees to comply with the terms of this Agreement for the verification of identity and source of funds, and will only become a Joint Holder upon fulfillment of such requirements.

To add another person to your account, send us a written request by email and make sure to include your signature and a copy of a valid, government-issued photo identity document (driver's license, passport, etc.).

Appointment of Heirs / Executors

If you elect to allow access to your Precious Metals account to joint holders, successors, and assigns (hereinafter collectively referred to as "Heirs / Executors"), all such Heirs / Executors shall be specifically identified and shall execute a copy of this Agreement and be binding upon each of their heirs, executors, assigns and administrators, as well as themselves.

If there is more than one owner of this account, the owners jointly and individually agree that the right to all of the precious metals held as Joint Tenants with Rights of Survivorship, and each owner is agent for the other in giving and receiving any notice or taking any other action affecting the precious metals held hereunder. Each owner shall have the full power, either before or after the death of the other, to receive all the precious metals in this account and upon the death of either, the right to all precious metals held pursuant hereto and held in storage shall become the absolute property of the surviving Heir(s) / Executor(s).

Each Executor is authorized to act individually under the terms and conditions of this Agreement, including exercising the authority to receive, deposit, withdraw or transfer the Precious Metals held in storage at anytime.

AMP and the Third-Party Storage Facility is hereby authorized and directed to deal with the survivor as the sole and absolute owner thereof.

The Owners, Heir(s) / Executor(s) jointly and individually agree to indemnify, defend, and hold AMP and the Third-Party Storage Facility harmless from any and all liability, loss or damage by reason of the delivery of the precious metals subject to this Agreement pursuant to this paragraph as a result of collection, withdrawal, transfer, or delivery of the Precious Metals held in storage by one of the Heirs / Executors, and agree that the terms hereof shall be binding upon themselves, their and each of their heirs, executors, administrators and assigns.

Selling to AMP

All sales to AMP are transacted by telephone or e-mail.

All sales are final and cannot be canceled. A sale is final when the price has been locked-in.

You agree to securely package bullion coins and/or bullion bars and to include a list of each item included. Upon receipt of your package, AMP will examine and verify the content against your y list and thereafter, AMP will send you confirmation of its receipt.

You represent and warrant that you have absolute title to all the precious metals delivered to us, and that they are free and clear of all liens, claims, pledges, encumbrances, options, conditional sales contracts, levies, reservations, restrictions, limitations, and charges of any nature whatsoever.

AMP will provide payment within 48 business hours from the date of delivery.

All payments will be made by Telegraphic Transfer (TT), Wire Transfer - clearance period 1 working day.

AMP is not liable for any delays in receipt of clients' funds into its bank account or lack of notification thereof.

Lock-in a price

You can lock a price prior to sending your shipment by calling us. Once a price is locked-in, you enter into a binding agreement with AMP for the specified quantity of precious metal.

You may choose to not book a price beforehand to take advantage of a potentially favorable price movement. If you do not lock-in a price, we will finalize the refining transaction using the market price that prevails at the time of the settlement. If no prices have been locked-in, there will be no charge levied should you finally decide to not send the material.

If you do not lock-in a price, we will contact you to settle the sale price at the prevailing market price.

If we locked prices we will prepare and forward the packing slip for you.

If you do not wish to lock-in a price, you can download [a packing slip](#), after separating, weighing and identifying your goods. Separate your bullion by purity (karats). Ensure that you separate jewelry from coins. For jewelry indicate the purity (karat) and weight of the contents on each bag. Stones and gems, should be removed. We do not pay for any stones or gems. If your jewelry is found to contain these, they will be discarded when being melted. Bag separately from other scrap. Indicate the weight on the bag.

Separate your coins by purity. Bag separately from other scrap. Indicate the weight on the bag.

For gold watches, remove mechanism and face glass. Remove straps if they are not made of gold. Bag watches separately from other scrap and indicate the purity and the weight on the bags.

Dental fillings / crowns should be clean. Impurities will be discarded when being melted. Indicate the weight on the bag.

Use reliable heavy-duty boxes with strong packing tape. Pack them so that items do not move around during shipping. Include a copy of your **packing slip** along with your shipment.

On the outside of your package, record your **Account Number** and the **Transaction Number** that was provided to you and appears on your packing slip.

Send your shipment (registered mail, or courier and insured) to the **address** indicated on your packing slip.

If you need to use more than one box, include a copy of the packing slip in each box. Number the outside of the boxes as follows: **Transaction Number / 1 of 2**, **Transaction Number / 2 of 2**...

Please note that AMP is not responsible for the customs clearing, duties or transportation on any package. All costs relating to shipping remain your sole responsibility. If your package appears to have been tampered with, BALMORAL will refuse to take delivery of it and have it returned to you at your own cost.

Locking-in Prices Policy

Locking-in a price is a binding agreement between you and us under which we agree to purchase your precious metal scrap at the relevant price that prevails at the time. Booking a price in this manner helps you to eliminate the uncertainty of the market. Failure to comply with these may result in you incurring subsequent charges.

Because markets change frequently, metal prices may change from the time you book your order to the time we receive your shipment. You will therefore be responsible for any charges incurred as a result of defaulting on your booking. If the amount of pure metal received by us is less than the amount of pure metal you booked a price for, you will be charged for the difference. However, if we receive more pure metal than you locked-in a price for, we will buy only the booked quantity at the locked-in price. The remainder will be bought at the current market price prevalent at the time of settlement.

If you lock-in a price, you are expected to:

- **Ship and postmark your material within 2 Business Days of the booking.**
- **Ensure that we receive your package within 7 Business Days.**
- **Provide us with your package tracking number within 2 Business Days by calling us or by emailing us.**

Should we not receive a valid package tracking number for the booked goods within 3 Business Days, the order will be cancelled. You will be informed of any charges at the time of cancellation.

Ensure that the quantity of pure precious metal sent is not less than the amount of pure precious metal booked.

If you book an order and do not send us any goods, the booking will automatically be cancelled after three 3 Business Days. Charges apply.

Booking a Sale Transaction

A settlement price is locked in at the time a Transaction is booked. Booking a Transaction results in a binding agreement between AMP and Customer relative to that transaction. Customers who chose to send Metal to AMP along with a packing slip without booking the Transaction beforehand will be contacted by AMP once their package is received and tested in order to have their transaction completed.

For Transactions where the customer has chosen to lock-in a price for the transaction prior to sending their Metal, we guarantee the locked-in price only when the customer package is postmarked within 2 Business Days of the date the order is booked, and the customer has provided us with a tracking number for the package sent, within 2 Business Days of the date the order was booked, and then the package to have been received within 7 Business Days. Should the amount, karat weight or purity of the Metal received differ from what was booked, the said deficit amount will be treated as a market loss and relative repayments and administrative fees will apply.

Upon verification of your goods, we will contact you to review the contents of your package and to ensure that your package is finalized according to your desired settlement option indicated on your packing slip.

Processing and payment settlement for Transactions may take approximately 2 Business Days from the date on which the Metal is received.

A Transaction is completed when we have received your Metal within the prescribed deadlines.

Legal ownership of customer's Metal will be considered transferred from the customer to us once the transaction is completed.

All Transactions are final. Once a transaction is complete and ownership has been transferred to us.

Value

The value of a product depends on its quality, its weight, and the price of gold at the time. In most cases, we provide you with a reference price based on 999.9 "good delivery" international bars or coins in good condition which are undamaged and in saleable condition. If the bars or coins do not meet these criteria, the prices will be adjusted accordingly. In order to be certain of the quality of the gold sold, our appreciation department will confirm its condition on delivery. AMP may have to assay metals in cases where this appears necessary.

Cancelled Transactions – Weight & Purity Deficits

You can cancel a booked order at any time. However it will be subject to cancellation fees. For every cancelled transaction, an administrative redemption fee of 50 € will be charged. In addition, depending on how the market moves, you may or may not be required to reimburse us for any market loss on your cancelled transaction. If market prices have increased since the time of booking, we will calculate the difference in the locked-in price versus the current market price and multiply the amount by the number of pure ounces. This price, in addition to the 50 euro administrative fee, will be charged to your account. If we are unable to recuperate the cancellation fee, your file will be sent to a collection service for further action.

Market Loss Policy

Upon securing a purchase or sell price your order is deemed binding and cannot be canceled. However, should you fail to meet your obligation of the Agreement, AMP may redeem the precious metals at the current market price, and you will incur any extra charges arising as a result of the redemption in addition to the administrative redemption fee of 50 €. As such, you authorize AMP to deduct from your account the costs for any losses it may incur as a result of the redemption. Any market gains at the time of redemption shall remain the sole property of AMP.

Right to Withholding and Compensation (Set-off)

To secure the repayment of any sums payable by client to AMP, including, without limitation, for transactions, market loss repayments and fees, customer undertakes to maintain and consents that AMP withholds cleared funds on customer's account in an amount corresponding to those needed.

In case of cancellation of a transaction or non-payment by client of any sums payable to AMP under this Agreement, AMP may operate compensation, or set-off, between sums payable by client to AMP and any funds on client account.

Any transaction you submit to us constitutes a binding agreement between AMP and you. For every cancelled transaction, an administrative redemption fee of 50 € will be charged. In addition, depending on how the market moves, you may or may not be required to reimburse AMP for any market loss on your cancelled transaction.

If we incur a **market loss** (that is, if the price you were purchasing falls below the price at which you agreed to purchase it), you will be charged for the resulting difference. In the event of a **market gain** (that is, if the price of the you were purchasing rises above the price at which you agreed to purchase it) or in the event of there being no change in price from the time you make your transaction to the time it is cancelled, you will be charged only the 50 euro administrative redemption fee for cancelling your order.

If your transaction is cancelled at your request, the market loss will be calculated using the relevant live spot price that prevails at the time when you submit your cancellation request.

If your transaction is cancelled by AMP due to non-payment, the market loss will be calculated using the last available price fixing quoted by the London Bullion Market Association (London Fix) on the day that the payment deadline expires.

We will send you an email to notify you of the charges.

Shipping and Insurance Fees

Should the client choose to have AMP arrange for shipping and insurance of packages sent to AMP, or should the client request or AMP be required to return any metal sent to AMP back to the client, shipping and insurance fees will be applicable. These will be calculated on a case by case basis, based on the weight of the metal, the value of said goods, the shipping destination and the method of shipping.

All shipments prepared by client must be properly packaged and labeled in order to accelerate processing times and ensure the safe arrival of client packages. Failure to properly package and label shipments sent may result in the insurer rendering insurance coverage void.

Payment Settlement

You can choose from a wide range of settlement options that include:

- Bank wire
- Fine gold grain (physical delivery)
- Exchange for Precious metal products
- A credit of funds on your account

Depending on which payment option you select, you may receive your payment within as little as 48 hours of the settlement of your package. You will be informed of the wire charge before the bank wire is sent.

Electronic Order Risks Indemnification

You accept that the primary means of communication with AMP is via the internet.

You understand and accept that email is not encrypted and that it operates with a similar degree of privacy as physical post.

AMP may send information to you by post to your address kept on our records.

AMP recognizes your right to confidentiality where your identity has been validated.

AMP shall not be responsible for errors, delays in transmission, inability to execute orders, due to breakdown or failure of transmission or communication, or to any other cause beyond AMP's reasonable control or anticipation.

You shall indemnify and hold harmless AMP and its directors, officers and shareholders from and against any and all costs, expenses, fees, liabilities and obligations, that you may incur in connection with your failure to comply with this Agreement or the policies adopted by AMP.

Force Majeure

If AMP cannot perform any obligation - delay or failure to perform such obligation - hereunder as a result of any event that is beyond its control, AMP shall not be liable in connection with such delay or such failure.

AMP shall not be liable to you for any delay or failure by it to perform its obligations if such delay or failure arises from any unforeseen causes beyond its reasonable control including, but not limited to, acts of God, floods, lightning, earthquakes, labor disputes, utility failures, war, terrorism, riot, embargoes.

AMP shall not be liable for any failure to transfer or deliver metals stored hereunder as provided in instructions to it pursuant to this Agreement during any period in which AMP is prevented from doing so as the direct and proximate result of war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot, act of civil disobedience, act of public enemy, act of any government or any agency or subdivision thereof, judicial action, labor dispute, explosion, storm, technical failure, unusual market conditions, fire or flood.

AMP shall not be liable for non-performance or delays of service caused by or resulting from war or hostile action in time of peace or war; insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority; chemical, biological, bio-chemical or electromagnetic weapon; radio-active, toxic, explosive or other hazardous or contaminating properties of any nuclear installation; any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. This does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Indemnification

You shall indemnify and hold harmless AMP and its directors, officers and shareholders from and against any and all costs, damages, expenses, liabilities and obligations, including, without limitation, reasonable attorneys' fees, that you may incur as a result of, or in connection with, (a) any breach of any representation or warranty made by you to AMP or (b) your failure to comply with this User Agreement or the policies adopted by AMP.

Assignment

You may not assign this Agreement or any of your rights or your obligations under this Agreement without the prior written consent of AMP, which may be granted in its sole discretion. This Agreement shall be binding on all permitted assigns, heirs, executors and successors of you and AMP.

Termination

You or AMP may terminate this Agreement, with or without cause, at any time by written notice to the other party. The termination shall not affect the rights or obligations of you and AMP with respect to the period prior to termination.

Security

All telephone orders are recorded.

Confidentiality and privacy

AMP respects your right to privacy. All personal information is maintained in the utmost care and strictest confidence. We recognize and respect your right to confidentiality and privacy and agree that, except when required to provide information to comply with any regulatory or legal obligations imposed upon us, we shall safeguard your interests with utmost certainty. Our privacy policy is available at [Customer Services](#).

Language

The parties hereto have expressly required that this agreement and all deeds, documents or notices relating thereto be executed in the English language.

Treatment of Dormant Holdings

If you fail to access your precious metals holding for a period of 5 years, your holding will be deemed as dormant. In such circumstances we will make reasonable efforts to locate you.

If, following such efforts, we are unable to locate you, we will then seek to contact your joint holders / heir / executor / successor / assign or alternative contact person / entity as has been reported to us. If, having made reasonable efforts we still fail, your holding will be deemed abandoned and be treated as being forfeited, and liquidation proceeds shall be retained by AMP. We may levy a charge as we may consider reasonable in relation to our efforts involved in trying to locate you, your joint holders / heir / executor / successor / assign, or any other entity reported and kept on file by us.

Disclaimer

AMP guarantees the quality and condition of all its precious metals sold. AMP does not, however, make any recommendations, representations, projections, warranties or guarantees of any kind, either expressed or implied, as to the performance of its precious metals with respect to future prices.

Limited Liability

AMP will not be liable for any loss or damage caused by reliance on information obtained in any of our website content, newsletters, brochures, documents, reports, blog articles, e-mail correspondence, or any other communication from AMP. However, if it is determined that AMP is liable to you in connection with any transaction pursuant to this Agreement, the liability to AMP shall be limited to the amount you paid in such transaction and AMP shall not be liable for any consequential or indirect damages.

AMP reserves the right to modify any product or service information contained on our website or in any publication without notifying current or prospective clients.

Representations and Warranties

You represent and warrant to AMP that you have sufficient experience and knowledge to make informed decisions to purchase from or sell to AMP. You acknowledge that you are making all of your own decisions in connection with purchases or sales and that AMP is not making any recommendation with respect to such purchases or sales. You also acknowledge that you are subject to a variety of risks, associated with the price volatility of precious metals and currency risks. Gold bullion is subject to fluctuations including rapid increases and decreases in value from time to time. You must be able to assume the risk of such price fluctuations. Economic forces including supply, demand, international monetary conditions and inflation or the expectation of inflation affecting the value of gold bullion cannot be predicted with any certainty. No assurance can be given that a buyer will be able to sell at a price greater than or equal to their acquisition cost. Gold bullion is not suitable for those seeking an income stream.

Acknowledgement of Risk

AMP acknowledges that investing involves risks. You are therefore urged to consult with your own financial advisors before making a decision that may affect your financial situation. Past performance is not necessarily indicative of future results. Investing in precious metals often involves a degree of risk that makes them unsuitable for certain individuals. You should carefully consider the suitability of precious metals as a personal investment choice before making any decisions. AMP makes no recommendations, representations, projections, and neither provides guarantees with respect to future prices, or performance of precious metals. AMP does not provide investment or taxation advice. Customers ought to consult their own advisors for guidance.

Winding-up Process

In the event of an order being made by a court or other authority for the dissolution, receivership, winding-up or liquidation of AMP, any liquidator, trustee in bankruptcy, or similar officer who is appointed in respect of the affairs of AMP will, subject to applicable law, make fair and reasonable efforts to locate you, or your heir / executor / successor or any other entity reported and kept on file by us. In the unlikely event of not being able to locate you, after the passage of 5 years commencing from the date of the winding-up or liquidation event, your holding will be deemed abandoned, and treated as being forfeited. The liquidator or trustee in bankruptcy will confirm the balance of your holding, and any quantities that do not equate to whole bars will be sold at prevailing market rates, and the money proceeds and the balance of your holding will accordingly be transferred and delivered to you, or your heir / executor / successor upon your instruction.

Jurisdiction

These Terms & Conditions shall be governed by and construed in accordance with the laws of the Cyprus Republic. The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of the province of Cyprus Republic in respect of all matters or disputes arising from the Agreement, except as otherwise specifically stated herein. Any controversy or claim arising out of or relating to transactions between you and AMP are to be settled in courts of the Cyprus Republic.

Amendment

All information and policies subject to change. AMP reserves the right to make changes to these conditions at any time, and encourages you to review them periodically.

We may amend the terms or provisions of this Agreement, by giving you 30 days written notice of any variation or amendment, which notice if posted to Email Address shall be deemed to have been received by you on the day it was posted. As such you shall be deemed to have agreed to any variation or amendment of the terms or provisions of this Agreement by your continued use of services provided by us after notification has been given.

THIS AGREEMENT constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties, or representations, expressed or implied, oral or written between the parties other than those herein contained.

Facsimile and electronic signatures shall be deemed for all purposes as originals, and binding, and be enforceable in accordance with its terms by AMP and customer. Each party represents and warrants that the person signing this Agreement has been and is on the date of this Agreement duly authorized by all necessary corporate or other appropriate action and power of attorneys to execute this Agreement.

AMP GOLD BULLION