



**GOLD OWNERSHIP CERTIFICATE PROGRAM
AGREEMENT - INSTRUCTIONS & TERMS & CONDITIONS**

AMP welcomes applications from **Individuals, Business Entities and Trustees** that reside or are regulated in their conduct in a jurisdiction from the list below.

- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Monaco
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- Vatican

General

The following Agreement – Instructions, Terms and Conditions, document the contractual relationship between you and AMP, and apply to all ownership certificate issues, precious metals withdrawals, collections, 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 separate document termed AGREEMENT - TRADING TERMS & CONDITIONS.

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

Gold Certificate Product Specification

The Gold Ownership Certificate / Warehouse Receipt is your irrevocable proof of physical gold ownership. Our gold bullion bars backing the certificates are of the highest quality (.9999 purity) and stamped by accredited refiners.

Our segregated warehousing guarantees to our clients their property rights in their bullion bars, backing the certificates.

You can collect your gold without any restrictions or charges at anytime, or store it free of charge for the best protection of your wealth.

The applicable metal price is noted on the Sales Invoice.

The specification of the product is as follows:

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| Product: Gold Ownership Certificate - Convertible Warehouse Receipt backed with Investment Grade Physical Gold with a fineness of at least 999.9/1000 and stamped by accredited refiners |
| Date of Issue: November 2010 |
| Series: Midas Series |
| Type: Numbered Bearer Notes - Transferable |
| Unit: Gold Grams |
| Currency: EURO |
| Issue Tranche: |
| 3.000 certificates of 1 gram weight |
| 700 certificates of 10 gram weight |
| 200 certificates of 100 gram weight |
| Certificate Expiry Date: November 2030 |
| Convertible: to Physical gold (Delivered / Collected), upon Certificate surrender |
| Convertible: to Cash at current market price upon Certificate surrender |
| Conversion Availability: IMMEDIATE |
| Redemption Restrictions / Limitations: NONE |
| Certificate Fees: NONE |
| Annual Fees: NONE |
| Purchase Brokerage / Liquidation Brokerage Fees: NONE |
| Gold Bullion Bars Fabrication Costs: NONE |
| Storage & Insurance Costs: NONE |
| Extra Charges: NONE (excluding Physical Delivery expenses) |
| Reconciled & Audited – Gold Backing Certificates: Regularly |
| Stockpile Itemized Reporting: Upon Request |
| Minimum Participation: 1 Gold Gram (in person) 5 Gold Grams (postage) |
| Maximum Participation: Subject to Availability |

Exclusive Property Rights

AMP undertakes full responsibility and liability to deliver on demand, subject to the Instructions and Terms set out below:

The holder of this certificate has legal title and exclusive property rights to gold purchased (Physical Customer Property), and is stored in approved vaults on AMP's behalf under All Risks Insurance. The holder decides to temporarily defer the delivery of the gold purchased by opting to entrust AMP with the warehousing of the gold for later collection, as deemed appropriate without any restrictions or charges, anytime in the future (from date of issue onwards).

For this certificate to be valid, an AMP Sales Invoice must have been issued recording its unique serial number, and entails for full payment to have been made – to be verified at the time of gold collection.

Collection can be effected upon presentation and surrender of this certificate at one of the designated offices of our Approved Custodian Network of Precious Metals Dealers.

Our certificates are audited internally on a monthly basis against the gold holdings backing them, and audited externally on an annual basis.

Lost or stolen certificates can be replaced – (a charge may apply)

Safekeeping Storage

AMP, the Issuer of Gold Ownership Certificates determines the allocation of gold bullion to the various Precious Metals Dealers that have been approved and appointed as conversion / paying agents.

AMP agrees to provide safekeeping storage for the Precious Metals as derived by your purchase of Gold Ownership Certificates, and upon your written instructions, to deliver at your cost, all or part of the gold (backing the certificates) held in storage to a destination specified by you.

The gold in connection with the AMP Gold Ownership Certificates will be stored - fully independent of the Certificate Issuer – on an All Risks Insurance basis, outside of the exclusive access of the Issuer, and thus, AMP the Issuer of Gold Ownership Certificates is not permitted to enter into any material obligations beyond its purpose or to exercise any other activity not related to its function as gold backing the certificates.

The quantity of the gold backing the certificates will be reconciled periodically.

Physical gold may be collected at any time, or will be delivered to the client after AMP has been notified of the date, and the location, and the client about the cost of the delivery. The cost of delivery depends on the location and the value of the gold to be delivered and insured, and has to be settled by the client prior to delivery.

Note on Contractual Obligations relating to the One 2 One Gold Accumulation Plan:

The contract between the client and AMP, states explicitly that both parties will fulfill their respective obligations, being:

- ❖ For AMP to deliver the gold grams stated on the certificate.
- ❖ The client to pay up the outstanding balance within the agreed extended period.

In the event of client's inability to temporarily fulfill his / her obligations, AMP has certain options available.

The client could take advantage of the AMP Value Added services, by pledging their gold holdings as collateral against a loan at low interest rates, (approx 0.66% per month - 8% per annum) payable in gold grams on a monthly basis for 3 month terms, or quarterly basis for 6 month and yearly terms.

This solution offers the client an immediate cash advance up to 80% of current value of gold holding to bridge the gap.

In the event of client's entire inability to fulfill his / her obligations, AMP will at maturity - the end of the rollover contract term – liquidate the gold holding and deposit the proceeds (minus lock-out expenses ranging from 0.35%-0.50% per month on outstanding gold balance, payable in gold grams) to client bank account, upon surrender of the issued Gold Ownership Certificate. In that unlikely event, a sell order and invoice will be issued.

Special Provision in relation to the Storage of Gold Backing Gold Ownership Certificates

Disclaimer - Acknowledgement of Risk

This document is for information purposes only and summarizes the Terms and Conditions of the AMP Gold Ownership Certificates Program. AMP, the Gold Certificate Issuer makes no representation as to the suitability or appropriateness of this product for any particular person or as to the future performance of this product. AMP guarantees the quality and condition of all its precious metals sold.

AMP makes no representation, or guarantees that any metals implicit in a certificate will appreciate to realize a profit. 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.

As with other investments in precious metals, AMP Gold Ownership Certificates are subject to particular risks and volatility. The performance of precious metals is dependent on unpredictable factors such as natural catastrophes, climate influences, hauling capacities, political unrest, seasonal fluctuations and strong influences of rolling-forward particularly in futures and options. Before entering into any transaction, potential clients should carefully assess the terms and conditions, their investment horizons, risk profile and consult their adviser. They should determine if this product suits their particular circumstances and should independently assess (with the assistance of professional advisers) the specific risks (loss, winding-up of issuer, currency risks, etc.) and the legal, regulatory, credit, tax and accounting implications. A Winding-up Event would have occurred if the Issuer becomes insolvent, declares insolvency, or becomes over-indebted, or fails to meet its payment or delivery obligations under those Terms and Conditions, in which case the Certificates would become due automatically and with immediate effect. However in principle, AMP Certificates are 100% backed by gold at all times, and as such, holders are not subject to the risk of an impairment of the Issuer's credit worthiness, and will not be affected by the effects of a Winding-up Event on the Issuer. The Precious Metals Dealers that have been appointed as conversion / paying agents store the gold backing the certificates and will redeem the certificates from the gold stored. Potential clients may be exposed to a currency risk, if the product (gold backing the certificates) is denominated in another currency than that of the country in which the client is resident. Currency fluctuations may therefore have an impact on the value of their gold holding and the certificate's redemption value. The Certificates do not entitle to any claim to interest payments and do not provide any current income. AMP does not provide investment or taxation advice. Customers ought to consult their own advisors for guidance.

5

This document as well as related brochures and presentations are for information purposes, constituting marketing material, and do not constitute an offer or a solicitation of an offer to purchase or to sell. This document as well as related brochures and presentations are not to be used or considered as an offer, or invitation to offer, to sell or to buy the above product referred to herein, and do not constitute a recommendation to enter into any transaction. Nothing herein constitutes investment, legal, accounting or tax advice, or a representation suitable for, or appropriate to your investment objectives, financial situation and specific needs, or otherwise constitutes a personal recommendation to you. The above do not purport to identify or suggest all the risks or material considerations which may be associated with the proposed product. As such, it is recommended that before entering into any transaction, you should take steps to ensure, that you have a full understanding of the terms, conditions and risks thereof and you are capable of and willing to assume those risks in the light of your own investment objectives, financial situation and specific needs.

AMP hereby provides no investment advice or offers any opinion on the suitability of precious metals investments. This document as well as related brochures and presentations do not constitute an offer to sell or a solicitation to buy. Precious metals markets are volatile. An investment in precious metals provides no interest or yield. As with any investment, clients should check with their financial professional regarding suitability, tax consequences and other

matters involving their own particular financial circumstances. The information contained in this document as well as related brochures and presentations has been compiled as the date of creation of this document and is subject to change. Confirm their validity with AMP. If you are in doubt as to any aspect of any transaction in respect of the above product, please consult your own legal, regulatory, tax, business, investment, financial and accounting advisers. Currently we are not aware of any declaration requirements to apply in relation to this certificate. However clients are advised to consult their own tax professionals and authorities in regards to specific issues that may arise.

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.

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.

Declaration and Signature

Declaration and Signature - For Private Individuals

By signing below: You confirm that all information given on this form is true and complete.

You confirm that the scanned copies and facsimile transmissions are true and accurate copies of the original documents

You confirm and declare that the funds used to buy precious metals to be stored are not derived from any illegal activities.

You confirm that you have read and understand all of the Trading Terms and Conditions stated in the AMP Agreement and that you agree to be bound by the terms and conditions therein.

I hereby declare that the particulars given herein are true, correct, and complete to the best of my knowledge and belief, and that I am not making this application for the purpose of contravening any Act, Rules and Regulations.

| |
|-----------------|
| Customer |
| (Signature) |
| (Printed Name) |
| Date: |

The **Heirs / Executors** further agree the terms outlined herein.

| |
|----------------|
| (Signature) |
| (Printed Name) |
| Date: |

| |
|----------------|
| (Signature) |
| (Printed Name) |
| Date: |

| |
|----------------|
| (Signature) |
| (Printed Name) |
| Date: |

Declaration and Signature - For Business Entities

By signing below:

You confirm that all information given on this form is true and complete.

You confirm that the scanned copies and facsimile transmissions are true and accurate copies of the original documents

You confirm and declare that the funds used to buy precious metals to be stored are not derived from any illegal activities.

You confirm that you have read and understand all of the Trading Terms and Conditions stated in the AMP Agreement and that you agree to be bound by the terms and conditions therein.

I hereby declare that the particulars given herein are true, correct, and complete to the best of my knowledge and belief, and that I am not making this application for the purpose of contravening any Act, Rules and Regulations.

I hereby declare that the Business Entity is abiding by all business registration regulations.

| | | | |
|-----------|-------|-----------|------|
| Full Name | Title | Signature | Date |
| Full Name | Title | Signature | Date |
| Full Name | Title | Signature | Date |

Name of Business Entity _____

Corporate Seal

Signature (one of the above)

{Insert name and title} _____

Declaration and Signature - For Trusts

By signing below:

You confirm that all information given on this form is true and complete.

You confirm that the scanned copies and facsimile transmissions are true and accurate copies of the original documents

You confirm and declare that the funds used to buy precious metals to be stored are not derived from any illegal activities.

You confirm that you have read and understand all of the Trading Terms and Conditions stated in the AMP Agreement and that you agree to be bound by the terms and conditions therein.

I hereby declare that the particulars given herein are true, correct, and complete to the best of my knowledge and belief, and that I am not making this application for the purpose of contravening any Act, Rules and Regulations.

I hereby declare that the Trust is abiding by all business registration regulations.

| | | |
|--------------|-------------------|------|
| Trustee Name | Trustee Signature | Date |
| Trustee Name | Trustee Signature | Date |
| Trustee Name | Trustee Signature | Date |

10

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|-------------------------------------|-----------|------|
| FOR INTERNAL OFFICE USE ONLY | | |
| Account Approval Officer | | |
| Full Name | Signature | Date |