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## **Guaranteed Investment Agreement of Amicus Investment Ltd General Terms and Conditions**

### 1. The Parties

The Parties are Amicus Investment Ltd hereinafter called “Amicus” and those who have signed an agreement with Amicus concerning its services, and for which an accounting record is kept, hereinafter called the “account holder”. The account holder consents to allowing Amicus, in connection with an approved application for the Guaranteed Investment Agreement and the receipt of the payment for the chosen investment product, to open one or more investment products on the account holder’s behalf. The account holder must be able to provide proof of identity to Amicus when requested, in a manner decided by Amicus.

### 2. General

Amicus guarantees to pay to its account holders both the invested capital and the agreed return for the period they have been invested in Amicus investment products. Amicus will pay to the account holder the guaranteed amount according to the terms of the investment product found in the Special Terms and Conditions.

### 3. Due Diligence

Amicus, in accordance with the money laundering regulations, must scrutinize and verify the account holder’s identity and credibility. The account application, photo ID and the details provided by the account holder must be scrutinized. Amicus retains the right, without giving a reason, to deny an account holder the possibility of making an investment in the Amicus products by returning the money to the account holder.

### 4. Definitions

**Amicus Investment Ltd** - An international business corporation incorporated in The Republic of the Marshall Islands with registration No. 63993.

**Valuation day** - The last banking day of each calendar month, or any other day selected by the Directors.

**Guaranteed returns** – Amicus guarantees to pay to the account holder a fixed rate of return depending on the investment product and period chosen.

### 5. Investment Product

At any time, the account holder can make a payment to the bank account of Amicus. Amicus will thereafter open for the account holder the requested investment product assuming that all requested documentation is in order. At the time of the maturity of this investment product the account holder will receive the agreed return to his/her/their Cash Account.

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## 6. Returns

The guaranteed returns offered by Amicus depend on the investment products available from time to time and are described in the Guaranteed Investment Agreement application form and in the Special Terms and Conditions available on Amicus' website. The returns are subject to change. If the account holder uses an old Investment Agreement application form which includes terms and conditions other than those which currently apply, then Amicus will contact the account holder to request the account holder's approval of the current terms and conditions. If approval is not given, the funds will be returned, or if the account holder cannot be found the funds will be invested in the Cash Account.

## 7. Termination of the Guaranteed Investment Agreement and disposal of the accounts

The account holder and also the person or persons who have been given power of attorney by the account holder have the right to terminate the Guaranteed Investment Agreement. If a trustee or executor has been appointed, the right of termination is determined by the decisions and regulations which from time to time apply to the said persons. Amicus retains the right to, without prior notification, make withdrawals from the account holders account in order to cover fees and charges attributed to the account, or a service connected to the account. If the account holder has given Amicus instructions to make transfers from an account, then the account holder is responsible to ensure that the requisite funds are available in the account at the time of the transfer. If in the event of a funds transfer, the said account experiences a deficit balance, Amicus retains the right to transfer back the funds from the receiving account. The account holder is in full agreement that those instructions which are submitted to Amicus which require the use of the account holder's personal identification number for the internet service, are binding for the account holder. Amicus will not carry out the requested withdrawals if the account lacks the disposable funds and Amicus is not obliged to notify the account holder if an assignment is not carried out. Those services which are offered may change in the future. Information about current services is provided on Amicus' website. The account holder is not entitled to compensation as a result of operational disturbances which make it difficult or even prevent the use of the services. The account holder as well as Amicus, has the right to decide if and when the Guaranteed Investment Agreement is to be terminated. If payments are to be made, these take place in accordance with the Special Terms and Conditions which are applicable for the chosen investment products.

## 8. Payments at maturity for the investment products

At the maturity of the chosen investment product, or upon request if the investment product so allows, Amicus will pay the account holder the guaranteed return plus the original investment amount. Payment will take place to the person who is registered as account holder in the Amicus' registry and payment will be deemed to be carried out to the correct person. Amicus reserves the right to, without prior notice, terminate or transfer the balance of one or more of the account holder's accounts and/or investment products, including accrued returns, to other existing or new accounts/investment products. Such a transfer shall be affected to an account/investment product with approximately equivalent or better terms and conditions with regard of return and duration.

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## 9. Cash Account

All account holders at Amicus are provided with a Cash Account. The Cash Account is used for receiving funds from the account holder and from the matured investment products as well as for paying withdrawals to the account holder and for investing in the chosen investment products. The Cash Account works also as a transactions account showing the transaction history of the account holders Guaranteed Investment Agreement. The Cash Account is also used for withdrawals of possible fees and charges. Deposits to the Cash Account can be made on any banking day. Transfers to the chosen investment products, depending on the product chosen, will be made from the Cash Account either on the last day of the relevant month or on the date the funds have been received from the account holder. Also see Amicus' Special Terms and Conditions for the return payable to Cash Account balance.

## 10. Withdrawals

A request for withdrawals from the Cash Account can be made in different ways, via Amicus' website, or via a signed letter or a fax. The funds will be paid by bank transfer into the account holder's bank account in any bank. Payments can also be made into the account holder's international payment card account approved by Amicus. Payments will not be made to any third parties. It is assumed that the bank account which has been specified in writing by the account holder always belongs to the account holder. Withdrawals will normally be paid within five banking days from the time that Amicus receives an acceptable request.

## 11. Transfer of funds

The account holder does not have the right to transfer the Investment Agreement or investment product in part or in full to another person without Amicus' approval.

## 12. Complaints

The account holder shall immediately bring to the attention of Amicus, any errors or short-comings in the account statements, receipts and the annual statement, or in the execution of an assignment or service. The corresponding applies if the account holder is of the opinion that Amicus has not carried out an instructed assignment or service correctly. A complaint shall be submitted as soon as the account holder discovers, or ought to have discovered, the error/inaccuracy. If a complaint is not handled immediately, the account holder forfeits the right to claim compensation or demand other actions from Amicus.

## 13. Overdrawing the account

The account is not to be overdrawn at any point. The account holder is responsible to keep themselves informed about the current disposable funds in the account at all times. The account holder has the responsibility to immediately cover any negative balances by making deposits into the account. Furthermore, any such shortcomings may lead to a specific interest rate and/or a fee being debited in accordance with the conditions which Amicus generally applies. Upon overdrawing the account, Amicus also has the right to immediately freeze the account against withdrawals without giving prior notification. In connection with this, any services which are linked to the

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account can also be frozen. If the deficit is substantial, or occurs on repeated occasions, Amicus has the right to terminate the Guaranteed Investment Agreement.

#### 14. Prices and fees

Information about current prices and fees for accounts is included in Special Terms and Conditions which is published on Amicus' website. Prices and fees are in accordance with the conditions which Amicus generally applies. Any costs which Amicus incurs as a result of having to collect the debt from the account holder shall be reimbursed by the account holder. Reimbursement shall also be paid for any written reminders for payment sent by Amicus. Prices and fees may be changed by Amicus. Information about changes in prices and fees is provided on Amicus' website. The same applies if Amicus introduces a charge on the account or introduces a price for a service which was previously made available free of charge.

#### 15. Annual fees

There are no annual fees on Amicus' Guaranteed Investment Agreement.

#### 16. Account statements and receipts

Amicus sends annual statements to the account holder, irrespective of whether transactions have taken place during the year. The annual statement includes all transactions during the year and the balances in the chosen investment products as well as their agreed returns. The account holder can find the same information by logging in to his/her/their account on Amicus' website [www.amicusinvest.com](http://www.amicusinvest.com).

#### 17. Messages

The account holder shall always inform Amicus about changes of name, address, email and phone number. The account holders can make these amendments themselves by logging in to their account on Amicus website [www.amicusinvest.com](http://www.amicusinvest.com). Messages sent by email shall be considered to have been received by the account holder at the time of transmission if the message is sent to an email address specified by the account holder. Messages from the account holder to Amicus shall be sent to the contact details indicated in the account holder's application for an Investment Agreement, as long as Amicus has not given new contact details to the account holder.

#### 18. Treatment of personal data

The account holder agrees to the registration and treatment of personal details as well as general details in a registry kept by Amicus.

Amicus owns the right to:

- Register all details which the account holder sends to Amicus.
- Register all details which can be collected from public registers. Amicus aims to treat the account holder's personal data for the purpose of administering the relationship with the customer, to execute the prescribed obligations to submit details to the authorities or such obligations resulting from legislation and regulations. The data can also be used for marketing

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- and customer analysis, risk management and product development. The account holder may request blocking of direct mail from Amicus.

#### 19. Password for internet service

The password is personal. The account holder agrees not to reveal the password to anybody and not to write down the password in such a manner that its connection with Amicus' services may be revealed. The account holder is responsible with regards to Amicus for damages which may arise as a result of the account holder being negligent in his/her/their safekeeping of the password. The account holder must inform Amicus if he/she/they suspect that any unauthorized person has become aware of his/ her/their password. Amicus reserves the right without any prior notification to block the account holder's password and/or account on suspicion of any unauthorized utilization of the password.

#### 20. Taxation

Capital gains, investment income and wealth are taxed differently in different countries. Usually taxation takes place in the country of residence. Amicus does not send income statements to any authority. It is therefore account holders' own responsibility to provide such information regarding their investments, to the relevant tax authorities.

#### 21. Limitation of liability

Amicus accepts no liability to compensate the account holder - with regard to the agreement with Amicus - as a result of natural disasters, war, war-like political unrest, legal enactments, measures taken by the authorities or labor conflicts or any other similar circumstance such as electrical, telecommunications or computer breakdowns. The reservation regarding labor conflict applies even if Amicus themselves commence or are subject to such a conflict. Furthermore, Amicus cannot be held responsible for damages which have been caused by a contractor employed by Amicus with due consideration or as assigned by the account holder. Damages which arise in other instances shall not be compensated by Amicus if it has exercised reasonable caution. Under no circumstances shall Amicus bear any responsibility for indirect damages, nor shall Amicus accept any responsibility to pay any penalty interest in such cases whereby Amicus, as indicated above, has not been able to pay out the investment amounts and returns.

#### 22. Risks

Investment in Amicus with guaranteed returns provides the possibility of good returns, but as with all investments, there are risks involved. The following risks are presented and are not necessarily in any order of precedence, nor do they claim to make up a completely comprehensive description of the risks involved.

##### **Risk associated with the investments**

Amicus invests primarily in loan portfolios managed by Amicus affiliate companies who are regulated loan providers in their home jurisdictions. These loan providers are required to give to Amicus counter guarantee for the amount Amicus has invested with them. The risk for such

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guarantees becoming worthless lies with the market value and liquidity and with issuer's ability to pay off its debts. Both the interest payments and the capital are then at risk.

Amicus also has the ability to invest in bonds, securities and real estate. The risk for such instruments lies with their market value and liquidity.

### **Liquidation of the investment before the maturity date**

An account holder's personal situation may change so that he/she/they are forced to redeem his/her/their investment before the maturity date. An investment product at a guaranteed fixed rate of return may last for a period of up to several years and must therefore be regarded as a long-term investment. If an account holder chooses to redeem his/her/their investment product before the maturity date, he/she/they will receive the rate that applies at the time of the redemption, which may be either lower or higher than the invested amount.

### **Taxes**

Tax regulations and tax rates may change. There are no guarantees that tax-related and regulatory classifications regarding the Guaranteed Investment Agreement will not change before the end of the Investment Agreement or of the maturity date of the underlying investment products. If such changes should occur they can have unplanned consequences.

## **23. Changes to the General Terms and Conditions**

Amicus reserves the right to make changes to these General Terms and Conditions without the agreement being terminated or the prior consent of the customer. Notification about changes to the terms and conditions are published on Amicus' website. Changes in terms and conditions even apply to the existing Guaranteed Investment Agreements. If the account holder does not accept the changes in terms and conditions, he/she/they have the right to terminate the Guaranteed Investment Agreement in accordance with the Special Terms and Conditions.

## **24. Interpretation**

These General Terms and Conditions are available in English. Amicus is not in charge of any translations or summaries that may have been made into other languages unless specifically approved by them.

## **25. Jurisdiction and arbitration**

These terms and conditions are regulated in accordance with the laws in The Republic of the Marshall Islands, and the parties are hereby subject to the jurisdiction of the law courts in The Republic of the Marshall Islands. Divergences of opinion between the parties regarding the interpretation of these terms and conditions must be referred to an arbitrator chosen jointly by the parties. If the parties cannot succeed on agreeing on an arbitrator, the Marshall Islands Chamber of Commerce in Majuro shall choose an arbitrator. Arbitration shall take place in The Republic of the Marshall Islands and shall follow the laws of the Republic of the Marshall Islands.