



## Gold Bullion Securities Limited

*(Incorporated and registered in Jersey under  
the Companies (Jersey) Law 1991 (as amended) with registered number 87322)*

### Programme for the Issue of up to 1,000,000,000 Gold Bullion Securities

#### **What is this document?**

This document (the “**Prospectus**”) constitutes a base prospectus in compliance with Article 3 of Directive 2003/71/EC and the prospectus rules made under sections 73A and 84 of the Financial Services and Markets Act 2000, as amended as at the date hereof, and is issued in respect of the programme for the issue of up to 1,000,000,000 Gold Bullion Securities (the “**Gold Bullion Securities**”) by Gold Bullion Securities Limited (the “**Company**”).

It is important that an investor carefully reads, considers and understands this Prospectus before making any investment in Gold Bullion Securities.

This Prospectus is valid for one year and may be supplemented or replaced from time to time to reflect any significant new factor, material mistake or inaccuracy relating to the information included in it.

Terms used in this Prospectus have the meanings given to them under the heading “Definitions”.

#### **What securities are being issued pursuant to this Prospectus?**

This Prospectus relates to the issue of Gold Bullion Securities which are undated debt securities of the Company. Gold Bullion Securities are designed to track the price of gold and to provide investors with a return equivalent to movements in the spot price of gold less the applicable fees.

**An investment in Gold Bullion Securities involves a significant degree of risk and investors may lose some or all of their investment. It should be remembered that the value of Gold Bullion Securities can go down as well as up.**

#### **What is in this Prospectus?**

This Prospectus is intended to provide a prospective investor with the necessary information relating to the Company and the Gold Bullion Securities required to enable them to make an informed assessment of (i) the assets and liabilities, financial position, profits and losses and prospects of the Company; and (ii) the rights attaching to the Gold Bullion Securities.

The rights attaching to the Gold Bullion Securities are contained in the Conditions under the heading “Trust Instrument” in Part 6 (*Description of the Documents*) and are completed by the Final Terms specific to a particular issue of Gold Bullion Securities which will be published and delivered to the UK Listing Authority before such Gold Bullion Securities are issued.

Also set out in this Prospectus are details of the structure of the Programme, the key parties to the Programme, the terms of any material contracts of the Company, details of the tax treatment of a holding of Gold Bullion Securities in certain jurisdictions and details of the risk factors relating to an investment in Gold Bullion Securities.

***What information is included in the Final Terms?***

The Final Terms set out information specific to the Gold Bullion Securities to which they relate, including the number of Gold Bullion Securities to be issued and the issue price applicable to the Gold Bullion Securities to be issued.

***What other information should a prospective investor consider?***

Certain of the information in this Prospectus is incorporated by reference. This means that it is not set out in the document but instead has been made publicly available elsewhere for reference by investors and prospective investors. Prospective investors should ensure that, in addition to reviewing the Prospectus and the Final Terms, they consider any information that has been incorporated by reference.

A copy of this Prospectus, any Final Terms issued and any documents incorporated by reference are available at [www.etfsecurities.com](http://www.etfsecurities.com).

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This table sets out the contents of this Prospectus together with an outline description of the contents of each section and is intended as a guide to help a prospective investor to navigate their way around this Prospectus.

Each section should be carefully considered by a prospective investor before deciding whether to invest in Gold Bullion Securities.

Section of Prospectus		Page	What is covered by this section
Important Information		6	<i>This section sets out important legal notices relating to the Gold Bullion Securities.</i>
Summary		8	<i>This section sets out in a grid format standard information which is arranged under standard headings and is required to be included in a prospectus summary for this type of product. It also provides the form of the Issue Specific Summary which will be completed and attached to the form of Final Terms (in the form contained within this Prospectus at Annex 3 to be issued each time the Company has issued securities to an Applicant or Annex 4 to be issued each time the Company has issued securities pursuant to a public offer).</i>
Risk Factors		19	<i>This section sets out the material risks known to the Company associated with an investment in Gold Bullion Securities and should be carefully considered by a prospective investor.</i>
Frequently Asked Questions		22	<i>This section addresses a list of frequently asked questions about the Gold Bullion Securities.</i>
Documents Incorporated by Reference		25	<i>This section details the documents incorporated into this Prospectus by reference and details where copies of these documents can be found. These documents are part of this Prospectus and should be carefully considered by a potential investor.</i>
Part 1	Information on the Company, ManJer and Gold Bullion Securities	26	<i>This section provides a description of the Gold Bullion Securities and the role of the different parties in the structure of the offering.</i>
Part 2	How does a Security Holder determine the value of their investment?	32	<i>This section sets out how an investor can work out the value of their investment and provides the relevant formulae and worked examples.</i>
Part 3	Gold Market Overview	34	<i>This section provides an overview of the gold market to help an investor decide whether an investment in a product which tracks movements in the spot price of gold is appropriate for them.</i>

Part 4	Description of the Gold Bullion Securities	37	<i>This section provides a description of the Gold Bullion Securities as well as details of the rights attached to the Gold Bullion Securities, how the Combined Entitlement to Gold is calculated and details of how Gold Bullion Securities can be redeemed.</i>
Part 5	The Programme	41	<i>This section contains information relating to some, but not all, of the local regulations applicable to Gold Bullion Securities including details on where this Prospectus has been passported to allow the public offer of the Gold Bullion Securities to take place.</i>
Part 6	Description of the Documents	47	<i>This section provides summaries of the principal documents related to the offering. In particular, it gives a summary of the Trust Instrument, which is the main constitutive document of the Gold Bullion Securities and which sets out the details of the approval of the issue of the Gold Bullion Securities. It includes an extract from the Trust Instrument under the heading "Conditions of Gold Bullion Securities" which sets out the terms and conditions which apply to the Gold Bullion Securities. This extract is drafted in legal language as it is taken directly from the Trust Instrument but information on how the terms and conditions apply to Security Holders is contained throughout this Prospectus, including in Part 4. It also includes a summary of the terms of the rights granted by the Security Deed and when these rights become enforceable as well as a summary of the terms of the Custodian Agreements, pursuant to which the Custodian provides custody of the gold which underlies the Gold Bullion Securities.</i>
Part 7	Global Bearer Certificate (Germany)	63	<i>This section contains an English translation of the German text of the German Global Bearer Certificate which is set out in Annex 1 and which is only relevant to investors wishing to purchase Gold Bullion Securities on the Frankfurt Stock Exchange.</i>
Part 8	Taxation	65	<i>This section sets out the tax treatment of holding Gold Bullion Securities in the UK and each of the European jurisdictions in which the Gold Bullion Securities are available for public offer.</i>
Part 9	General Information	87	<i>This section sets out further information on the Company which the Company believes a potential investor will want to be aware of or which the Company is required to include under applicable rules.</i>
Definitions		92	<i>This section sets out the definitions that apply throughout this Prospectus.</i>

Directors, Secretary and Advisers		102	<i>Sets out the names and addresses of the entities which provide services and legal advice to the Company.</i>
Annex 1	Form of the Global Bearer Certificate	104	<i>This section sets out the form of the German Global Bearer Certificate, which is only relevant to investors wishing to purchase Gold Bullion Securities on the Frankfurt Stock Exchange. The English translation of this text is included in Part 7 of this Prospectus.</i>
Annex 2	Text of the Conditions of the Global Bearer Certificate	105	<i>This section sets out the German text of the Conditions of the German Global Bearer Certificate, which is only relevant to investors wishing to purchase Gold Bullion Securities on the Frankfurt Stock Exchange. The English translation of this text is contained in Part 7 of this Prospectus.</i>
Annex 3	Form of Final Terms	107	<i>This section sets out the form of Final Terms which the Company will publish when it has issued Gold Bullion Securities to an Applicant. This details the number of Gold Bullion Securities and relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary set out at the front of this document and adjusted to be relevant only to the Gold Bullion Securities issued under the Final Terms. Each time that Gold Bullion Securities are issued by the Company, a Final Terms document is prepared by the Company and submitted to the FCA and notified to the competent authority in each European jurisdiction into which the product is passported. Completed Final Terms documents are available on the website of the Company at <a href="http://www.etfsecurities.com">www.etfsecurities.com</a>.</i>
Annex 4	Form of Final Terms – Public Offers	109	<i>This section sets out the form of Final Terms which the Company will publish if it issues any Gold Bullion Securities pursuant to a public offer. This details the number of Gold Bullion Securities and relevant information applicable to the issue and when completed will also include an issue specific summary which is taken from the summary set out at the front of this document and adjusted to be relevant only to the Gold Bullion Securities issued under the Final Terms. Each time that Gold Bullion Securities are issued by the Company, a Final Terms document is prepared by the Company and submitted to the FCA and notified to the competent authority in each European jurisdiction into which the product is passported. Completed Final Terms documents are available on the website of the Company at <a href="http://www.etfsecurities.com">www.etfsecurities.com</a>.</i>

## Programme for the Issue of

### Gold Bullion Securities

#### Important Information

##### A. Approvals

A copy of this document, which comprises a base prospectus relating to the Gold Bullion Securities in compliance with Article 3 of Directive 2003/71/EC, as in force as at the date hereof, and the prospectus rules (the “**Prospectus Rules**”) made under sections 73A and 84 of the Financial Services and Markets Act 2000, as amended as at the date hereof, has been filed with the FCA and made available to the public for the purposes of section 85 of that Act and in accordance with Article 14 of Directive 2003/71/EC and Rule PR3.2 of the Prospectus Rules. Gold Bullion Securities will be available to be issued on a continuous basis during the period of 12 months from the date of this document.

This prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds – Prospectuses) (Jersey) Order 2012.

The Company has obtained a certificate under the Collective Investment Funds (Jersey) Law 1988, as amended (the “**CIF Law**”) to enable it to undertake its functions in relation to the Gold Bullion Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H Fund Services (Jersey) Limited and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended (the “**Financial Services Law**”) to enable it to undertake its functions in relation to the Gold Bullion Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.

The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Company or for the correctness of any statements made or expressed in this Prospectus.

The Gold Bullion Securities have not been and will not be registered under the United States Securities Act of 1933 (the “**Securities Act**”), as amended, or under the securities laws of any states of the United States. Except in a transaction exempt from the registration requirements of the Securities Act and applicable United States securities laws, the Gold Bullion Securities may not be directly or indirectly offered, sold, taken up, delivered or transferred in or into the United States.

##### B. Listing and Trading

Application has been made to the UK Listing Authority for all Gold Bullion Securities issued within 12 months of the date of this document to be admitted to the Official List, and to the London Stock Exchange, for all such Gold Bullion Securities to be admitted to trading on the Main Market of the London Stock Exchange (being part of the London Stock Exchange’s Regulated Market for the purposes of EU Directive 2004/39/EC (the Markets in Financial Instruments Directive)).

The Gold Bullion Securities are also listed or traded on certain other markets – see “Passporting” in Part 5 (*The Programme*).

##### C. Responsibility and No Investment Advice

The Company accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Company, which has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

**Nothing in this document or anything communicated to holders or potential holders of the Gold Bullion Securities or other obligations by the Company is intended to constitute or should be construed as advice on the merits of the purchase of or subscription for the Gold Bullion Securities or the exercise of any rights attached thereto for the purposes of the Jersey Financial Services Law 1988.**

**D. Investors to Make Their Own Assessment**

Prospective Security Holders may wish to obtain their own independent accounting, tax and legal advice and may wish to consult their own professional investment advisers to ascertain the suitability of Gold Bullion Securities as an investment. Prospective Security Holders may wish to conduct such independent investigation and analysis regarding the risks, security arrangements, delivery processes and cash-flows associated with Gold Bullion Securities as they deem appropriate, in order to evaluate the merits and risks of an investment in Gold Bullion Securities.

**E. Supplementary Prospectus**

If at any time the Company shall be required to prepare a supplementary prospectus pursuant to section 87G of the Financial Services and Markets Act 2000, the Company will either prepare and make available an appropriate amendment or supplement to this document which shall constitute a supplementary prospectus as required by section 87G of that Act or prepare and make available a further base prospectus in compliance with Article 3 of Directive 2003/71/EC and the Prospectus Rules.



## SUMMARY

### Gold Bullion Securities Limited

Programme for the Issue of

### Gold Bullion Securities

### Prospectus Summary

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A - E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted into the summary because of the type of securities and Company, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

Section A – Introduction and Warnings		
A.1	Standard warning disclosure	<ul style="list-style-type: none"><li>• This summary should be read as an introduction to the base prospectus of Gold Bullion Securities Limited dated 22 August 2013 (the "<b>Prospectus</b>").</li><li>• Any decision to invest in the Gold Bullion Securities should be based on consideration of the Prospectus as a whole by the investor.</li><li>• Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus before the legal proceedings are initiated.</li><li>• Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Gold Bullion Securities</li></ul>
A.2	Disclosure of consent for use of the Prospectus for subsequent resale or final placement of securities by financial intermediaries	The Company has consented to the use of the Prospectus, and has accepted responsibility for the content of the Prospectus, with respect to subsequent resale or final placement by way of public offer of the Gold Bullion Securities in any of Belgium, France, Germany, Ireland, Italy, the Netherlands and the United Kingdom by any financial intermediary which is an investment firm within the meaning of the Markets in Financial Instruments Directive (" <b>MiFID</b> ") and which is authorised in accordance with MiFID in any member state. Such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the date of the Prospectus, unless such consent is

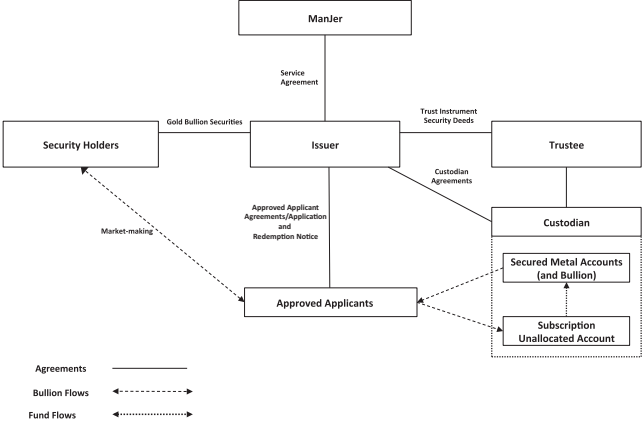


		<p>withdrawn prior to that date by notice published on the Company's website. Other than the right of the Company to withdraw the consent, no other conditions are attached to the consent described in this paragraph.</p> <p><b>In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made. Any financial intermediary using the Prospectus for the purpose of any offering must state on its website that it uses the Prospectus in accordance with the consent given and the conditions attached thereto.</b></p>
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Section B – Company		
B.1	Legal and commercial name	Gold Bullion Securities Limited (the “ <b>Company</b> ”).
B.2	Domicile / Legal form / Legislation / Country of incorporation	The Company is a public company incorporated and registered in Jersey under the Companies (Jersey) Law 1991 (as amended) with registered number 87322.
B.16	Direct / indirect control of the Company	The shares in the Company are held entirely by ETFS Holdings (Jersey) Limited (“ <b>HoldCo</b> ”), a holding company incorporated in Jersey. The shares in HoldCo are directly owned by ETF Securities Limited (“ <b>ETFSL</b> ”) which is also incorporated in Jersey. The Company is neither directly or indirectly owned or controlled by any other party to the programme.
B.20	Special purpose vehicle	The Company has been established as a special purpose vehicle for the purpose of issuing the Gold Bullion Securities as asset-backed securities.
B.21	Principal activities and overview of the parties	<p>The principal activity of the Company is issuing a type of debt security (the “<b>Gold Bullion Securities</b>”) designed to offer investors a means of investing in physical gold bullion without the necessity of taking delivery of the gold bullion and to enable investors to buy and sell that interest through the trading of a security on a stock exchange. The Company has established a programme under which the Gold Bullion Securities may be issued from time to time.</p> <p>Gold Bullion Securities can be created on a daily basis by financial institutions which (i) have certified to the Company as to their status under the Financial Services and Markets Act 2000 (“FSMA”); (ii) have certified to the Company that they are not collective investment schemes regulated under Council Directive No. 85/611/EEC as undertakings for collective investment in transferable securities; and (iii) the Company has agreed may apply for Gold Bullion Securities from time to time (“<b>Approved Applicants</b>”) and redeemed on a daily basis by any person identified on the register as holding Gold Bullion Securities (a “<b>Security Holder</b>”). Gold Bullion Securities are also available for trading on various exchanges and markets.</p> <p>Each Gold Bullion Security is backed by physical gold bars as described further at B.25 – <i>Underlying Assets</i>.</p>

		<p>The Company and the Trustee (as defined below) have entered into agreements (the “<b>Custodian Agreements</b>”) with HSBC Bank USA, N.A. (the “<b>Custodian</b>”) for the storage of the gold backing the Gold Bullion Securities at the Custodian’s London vault premises (or, solely for the temporary custody of gold until transported to the Custodian’s London vault premises, unless otherwise agreed with the Trustee, the premises of a sub-custodian).</p> <p>Gold Bullion Securities are constituted under an agreement between the Company and The Law Debenture Trust Corporation p.l.c. (in its capacity as trustee (the “<b>Trustee</b>”) for the Security Holders (as defined below)) entitled the “<b>Trust Instrument</b>”. The Trustee holds all rights and entitlements under the Trust Instrument on trust for any person identified on the register as holding Gold Bullion Securities (the “<b>Security Holders</b>”). The Company and the Trustee have also entered into a separate document entitled the “<b>Security Deed</b>” in respect of the gold held in accounts in the name of the Trustee at the Custodian. The Trust Instrument and the Security Deed give the Trustee, on trust for the Security Holders, rights against the Company in respect of the Gold Bullion Securities.</p> <p>ETF Management Company (Jersey) Limited (“<b>ManJer</b>”), a company which is wholly owned by ETFSL, supplies, or will arrange the supply of, all management and administration services to the Company and pays all the management and administration costs of the Company in return for a fee payable by the Company in gold.</p>																																													
B.22	No financial statements	Not applicable; financial statements have been made up as at the date of this Prospectus.																																													
B.23	Key historical financial information	<table> <tr> <th></th><th>As at 31 December 2012 GBP</th><th>2011 GBP</th></tr> <tr> <td><b>Current Assets</b></td><td></td><td></td></tr> <tr> <td>Cash and Cash Equivalents</td><td>102,836</td><td>101,646</td></tr> <tr> <td>Gold Swing Bar</td><td>442,608</td><td>438,750</td></tr> <tr> <td>Trade and Other Receivables</td><td>1,649,472</td><td>1,405,979</td></tr> <tr> <td>Gold Bullion</td><td>4,604,988,100</td><td>3,961,470,417</td></tr> <tr> <td><b>Total Assets</b></td><td><u>4,607,183,016</u></td><td><u>3,963,416,792</u></td></tr> <tr> <td><b>Current Liabilities</b></td><td></td><td></td></tr> <tr> <td>Gold Bullion Securities</td><td>4,604,988,387</td><td>3,961,470,676</td></tr> <tr> <td>Trade and Other Payables</td><td>2,099,629</td><td>1,846,116</td></tr> <tr> <td><b>Total Liabilities</b></td><td><u>4,607,083,016</u></td><td><u>3,963,316,792</u></td></tr> <tr> <td><b>Equity</b></td><td></td><td></td></tr> <tr> <td>Share Capital</td><td>100,000</td><td>100,000</td></tr> <tr> <td><b>Total Equity</b></td><td><u>100,000</u></td><td><u>100,000</u></td></tr> <tr> <td><b>Total Equity and Liabilities</b></td><td><u>4,607,183,016</u></td><td><u>3,963,416,792</u></td></tr> </table>		As at 31 December 2012 GBP	2011 GBP	<b>Current Assets</b>			Cash and Cash Equivalents	102,836	101,646	Gold Swing Bar	442,608	438,750	Trade and Other Receivables	1,649,472	1,405,979	Gold Bullion	4,604,988,100	3,961,470,417	<b>Total Assets</b>	<u>4,607,183,016</u>	<u>3,963,416,792</u>	<b>Current Liabilities</b>			Gold Bullion Securities	4,604,988,387	3,961,470,676	Trade and Other Payables	2,099,629	1,846,116	<b>Total Liabilities</b>	<u>4,607,083,016</u>	<u>3,963,316,792</u>	<b>Equity</b>			Share Capital	100,000	100,000	<b>Total Equity</b>	<u>100,000</u>	<u>100,000</u>	<b>Total Equity and Liabilities</b>	<u>4,607,183,016</u>	<u>3,963,416,792</u>
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B.24	Material adverse change	Not applicable; there has been no material adverse change in the prospects of the Company since the date of its last published audited financial statements as at 31 December 2012.																																													

B.25	Underlying assets	<p>The underlying for the Gold Bullion Securities, by which they are backed and on which they are secured, is physical gold bars. These bars are held in the name of the Trustee in secure vaults at the premises of the Custodian (or of a sub-custodian or delegate of the Custodian).</p> <p>The books and records of the Custodian evidence that such gold bars are segregated from other gold held in its vault and that certain uniquely numbered bars of gold are held for the Trustee in allocated form (i.e. that those specific bars are held for and owned by the Trustee and are not fungible with other bars held by the Custodian).</p> <p>Any gold bars held by the Trustee in the vaults of the Custodian and backing the Gold Bullion Securities must meet particular specifications, known as “Good Delivery” standards as to weight and purity. These specifications are set by the London Bullion Market Association.</p> <p>Each Gold Bullion Security entitles the Security Holders to a quantity of physical gold. The amount of physical gold to which Security Holders are entitled at any time is known as the “<b>Per Security Entitlement to Gold</b>”. The Per Security Entitlement to Gold is reduced each day by the fees that are payable to ManJer for the services it provides to the Company.</p> <p>The securitised assets backing the issue have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Gold Bullion Securities.</p> <p>Generally creations and redemptions of Gold Bullion Securities are done in return for delivery of physical gold of an amount equal to the Per Security Entitlement to Gold of the Gold Bullion Securities in question. Security Holders may also elect to redeem their Gold Bullion Securities in return for a cash amount equivalent to the Per Security Entitlement to Gold. In this case the Company will sell the underlying gold to the Custodian (under the terms of the agreement between the Company, the Trustee and the Custodian entitled the “<b>Gold Sale Counterparty Agreement</b>”) and use the cash proceeds of such sale to pay redemption proceeds to redeeming Security Holders.</p>
B.26	Investment management	Not applicable; there is no active management of the assets of the Company.
B.27	Further securities backed by same assets	Further Gold Bullion Securities may be issued but only after an amount of gold equal to the aggregate Per Security Entitlement to Gold of the Gold Bullion Securities to be issued has been transferred into the Trustee’s accounts at the Custodian. Such newly issued Gold Bullion Securities will be fungible with all existing Gold Bullion Securities and will be backed by the same assets.

B.28	Structure of the transaction	<p>The Company has created a programme whereby Gold Bullion Securities may be issued from time to time. The Gold Bullion Securities can be issued or redeemed on a daily basis to or from Approved Applicants. Approved Applicants may then sell or buy Gold Bullion Securities to or from other investors on exchange or in private transactions.</p> <p>Physical gold received from Approved Applicants in return for the issue of Gold Bullion Securities by the Company is held in the name of the Trustee at the Custodian until it is sold or transferred back to an Approved Applicant in return for the redemption of Gold Bullion Securities.</p> <p>The Gold Bullion Securities are constituted by the Trust Instrument. The Trustee acts as trustee for the Security Holders. In addition, the Company and the Trustee have entered into a Security Deed in respect of the gold held in the Trustee's accounts at the Custodian. The rights and entitlements held by the Trustee under the Security Deed are held by the Trustee on trust for the Security Holders.</p> <p>A diagrammatic representation of the principal aspects of the structure as currently in place appears below. For simplicity only creations and redemptions by Approved Applicants are illustrated.</p>  <pre> graph TD     ManJér[ManJér] --- SA[Service Agreement] --- Issuer[Issuer]     Issuer -- "Gold Bullion Securities" --&gt; SH[Security Holders]     SH -. "Market-making" .-&gt; AA[Approved Applicants]     Issuer -- "Approved Applicant Agreements/Application and Redemption Notice" --&gt; AA     Issuer -- "Trust Instrument Security Deeds" --&gt; Trustee[Trustee]     Trustee -- "Custodian Agreements" --&gt; Custodian[Custodian]     subgraph Custodian_Box [Custodian]         SMA[Secured Metal Accounts (and Bullion)]         SUA[Subscription Unallocated Account]     end     AA --&gt; SMA     SMA --&gt; AA     AA --&gt; SUA     SUA --&gt; SMA     </pre> <p>Legend:</p> <ul style="list-style-type: none"> <li>Agreements: Solid line</li> <li>Bullion Flows: Dashed line with double arrow</li> <li>Fund Flows: Dotted line with double arrow</li> </ul>
B.29	Description of the flow of funds	<p>Most Security Holders will buy or sell their Gold Bullion Securities for cash on one of the stock exchanges on which the Gold Bullion Securities are admitted to trading rather than directly from the Company. Market makers provide liquidity on those stock exchanges.</p> <p>Upon creation of Gold Bullion Securities, an Approved Applicant must deliver physical gold of an amount equal to the Per Security Entitlement to Gold of the Gold Bullion Securities to be created into the account of the Company at the Custodian. Upon a redemption, the opposite flow of the assets takes place, unless the Security Holder elects to receive redemption proceeds in cash, in which case the Company will sell the underlying gold to the Custodian (under the terms of the Gold Sale Counterparty Agreement) and use the cash proceeds of such sale to pay redemption proceeds to redeeming Security Holders.</p>

B.30	Originators of the securitised assets	Not applicable. There are no originators of securitised assets.
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SECTION C – Securities								
C.1	Type and class of securities being offered	<p>The Company has created and made available for issue one class of Gold Bullion Securities</p> <table> <tr> <th><i>Class</i></th><th><i>LSE Code</i></th><th><i>ISIN</i></th></tr> <tr> <td>Gold Bullion Securities</td><td>GBS</td><td>GB00B00FHZ82</td></tr> </table> <p><b>Issue Specific Summary:</b></p> <p>The following details apply to the Gold Bullion Securities being issued pursuant to the Final Terms:</p> <p>Number of Gold Bullion Securities being issued: [•]</p>	<i>Class</i>	<i>LSE Code</i>	<i>ISIN</i>	Gold Bullion Securities	GBS	GB00B00FHZ82
<i>Class</i>	<i>LSE Code</i>	<i>ISIN</i>						
Gold Bullion Securities	GBS	GB00B00FHZ82						
C.2	Currency	The Gold Bullion Securities are denominated in U.S. Dollars.						
C.5	Restrictions on transfer	Not applicable; the Gold Bullion Securities are freely transferable.						
C.8	Rights	<p>A Gold Bullion Security entitles a Security Holder to require the redemption of the Security and receive an amount of physical gold equal to the aggregate Per Security Entitlement to Gold (the “<b>Combined Entitlement to Gold</b>”) of the Gold Bullion Securities to be redeemed, or cash obtained by the sale to the Custodian of an amount of gold equal to the Per Security Entitlement to Gold of the securities being redeemed.</p> <p>The Per Security Entitlement to Gold was calculated as 99.550959 per cent. of one-tenth of one fine troy ounce of gold as at 1 July 2005, reduced daily by the fees payable to ManJer of 0.40 per cent. per annum. As of 2 August 2013 the Per Security Entitlement to Gold was 96.32 per cent. of one-tenth of one fine troy ounce of gold.</p> <p>A Gold Bullion Security is an undated secured debt obligation of the Company, which ranks equally with all other Gold Bullion Securities.</p> <p><b>Issue Specific Summary:</b></p> <p>The Per Security Entitlement to Gold of the Gold Bullion Securities being issued pursuant to the Final Terms as at [the issue date thereof] is [•] per cent. of one-tenth of one fine troy ounce of gold.</p>						
C.11	Admission	Application has been made to the UK Listing Authority for all Gold Bullion Securities issued within 12 months of the date of the Prospectus to be admitted to the Official List and to the London Stock Exchange, which operates a Regulated Market, for all such Gold Bullion Securities to be admitted to trading on the Main Market of the London Stock Exchange, which is part of its Regulated Market for listed securities (being securities admitted to the Official List). It is the Company’s intention that all Gold Bullion Securities issued after the date of this document will also be admitted to trading on the Main Market.						

		<p>The Gold Bullion Securities are also admitted to listing on the Regulated Market (General Standard) (<i>Regulierter Markt [General Standard]</i>) of the Frankfurt Stock Exchange (<i>Frankfurter Wertpapierbörse</i>), NYSE Euronext Paris, Euronext Amsterdam and the ETFplus market of the Borsa Italiana S.p.A.</p> <p>The Company intends to make an application for the Gold Bullion Securities to be admitted to listing on Euronext Brussels. Public trading of such Gold Bullion Securities on Euronext Brussels can occur only after the application for such admission has been approved, which is expected to occur on or after 2 September 2013. There can be no assurance that such admission will necessarily be approved.</p>
C.12	Minimum denomination	A Gold Bullion Security has face value of US\$0.00001.
C.15	Value of the investment is affected by the value of the underlying instruments	<p>For each Gold Bullion Security, the Company publishes a Per Security Entitlement to Gold rather than a value in cash terms. As described above, the Per Security Entitlement to Gold of each Gold Bullion Security is a quantity of physical gold to which a Gold Bullion Security entitles a Security Holder on redemption. The quantity of gold held in respect of each Gold Bullion Security will reduce daily by the fee paid by the Company to ManJer in return for the services it provides.</p> <p>Security Holders can redeem Gold Bullion Securities directly with the Company at the Per Security Entitlement to Gold on the relevant date.</p> <p>The cash value of a Gold Bullion Security can be worked out by multiplying the relevant Per Security Entitlement to Gold by the cash value of one-tenth of one fine troy ounce of gold. This cash value of a Gold Bullion Security will vary up and down with movements in the cash value of gold. Because of the daily reduction in the Per Security Entitlement to Gold, on a day where there was no movement in the cash value of gold, there would still be a reduction in the cash value of the Gold Bullion Securities as the quantity of physical gold they represent would have been reduced by the fees applicable for that day. Each investor can obtain cash in exchange for their Gold Bullion Securities through the sale of those Gold Bullion Securities on one of the exchanges on which the Gold Bullion Securities are admitted to trading (subject to deduction of any costs associated with such sale) or through a private sale transaction.</p>
C.16	Expiration/Maturity date	Not applicable; the Gold Bullion Securities are undated securities and have no specified maturity date or expiry date.
C.17	Settlement	<p><b>CREST</b></p> <p>The Company is a participating company in CREST, a paperless system for the settlement of transfers and holding of securities and Gold Bullion Securities are issued or redeemed through the CREST system. Transfers of securities on the London Stock Exchange will generally settle through CREST.</p>



		<p><b>Settlement of creations and redemptions</b></p> <p>On creation or Redemption of the Gold Bullion Securities, settlement will occur (provided certain conditions are met) on the third business day following receipt of the relevant creation or redemption request. A Gold Bullion Security will only be issued upon receipt of a valid application and after the gold has been transferred into the Secured Accounts. A Gold Bullion Security will only be cancelled upon receipt of a valid redemption request and the delivery of the relevant Gold Bullion Securities to the Company's registrar, Computershare Investor Services (Jersey) Limited, whereupon the gold will be transferred out of the Trustee's accounts at the Custodian. Transfer of the relevant Gold Bullion Securities to Approved Applicants or from a Security Holder upon creations or redemptions will be carried out through CREST.</p> <p><b>Settlement on NYSE Euronext ESES</b></p> <p>Settlements in the Euronext markets of Belgium, France and the Netherlands are performed through the Euroclear Settlement for Euronext-zone Securities ("ESES") platform and all trades of Gold Bullion Securities listed on NYSE Euronext Paris, NYSE Euronext Amsterdam or NYSE Euronext Brussels will be executed on the single order book held at NYSE Euronext Paris as the market of reference.</p> <p><b>Settlement on the Frankfurt Stock Exchange</b></p> <p>For the purpose of good delivery of the Gold Bullion Securities on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft ("<b>Clearstream</b>") will issue, for each series and the relevant number of Gold Bullion Securities, a Global Bearer Certificate (each a "<b>Global Bearer Certificate</b>") in the German language created under German law. Whenever the number of Gold Bullion Securities represented by the Global Bearer Certificate of a class changes, Clearstream will amend the relevant Global Bearer Certificate accordingly.</p> <p><b>Settlement on the Borsa Italiana S.p.A.</b></p> <p>All Gold Bullion Securities traded on the Borsa Italiana S.p.A. are eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A.</p>
C.18	Description of return	<p>A Security Holder has the right, at any time, to require the redemption of all or any of its Gold Bullion Securities for the aggregate Per Security Entitlement to Gold of the Gold Bullion Securities the subject of that redemption or for cash (in accordance with the terms for redemption of Gold Bullion Securities). In the case of redemption for cash, the redemption value would be calculated using the gold price obtained by the Company when selling gold to a Trustee-approved counterparty to meet the redemption.</p> <p>The Gold Bullion Securities do not bear interest.</p> <p>The Gold Bullion Securities are designed to track the price of gold, and to give investors an exposure similar to that</p>



		<p>which an investor could achieve by buying gold bullion. However, unlike owning physical gold bullion, holding Gold Bullion Securities takes care of storing the gold bullion, allows investors to trade gold bullion in denominations of approximately one-tenth of one ounce and to buy and sell that interest through the trading of a security on a stock exchange.</p>
C.19	Final price / exercise price	<p>Generally, Gold Bullion Securities are not redeemed at a price but rather by transfer of an amount of physical gold equivalent to the Combined Entitlement to Gold of the Gold Bullion Securities to be redeemed. There is no exercise of the underlying assets, simply a transfer of the underlying assets to the redeeming Security Holder. Alternatively, Security Holders may redeem their securities in return for cash obtained by the sale to the Custodian under the Gold Sale Counterparty Agreement of gold with an aggregate weight equivalent to the Combined Entitlement to Gold of the Gold Bullion Securities being redeemed. This sale is done at a price in U.S. Dollars based on the current cash value of the gold.</p>
C.20	Type of underlying and where information on underlying can be found	<p>The underlying for the Gold Bullion Securities, on which they are secured, is physical gold bars held in the name of the Trustee for the Security Holders in secure vaults at the premises of the Custodian (or of a sub-custodian or delegate of the Custodian). All such gold meets the standards of the LBMA as to the purity and weight of each bar to enable such bars to qualify as good delivery bars. Further information relating to gold can be found on the website of the LBMA at <a href="http://www.lbma.org.uk">www.lbma.org.uk</a>.</p>

#### SECTION D – Risks

D.2	Key risks of Company	<p>The Company is a special purpose company established for the purpose of issuing the Gold Bullion Securities as asset backed securities and has no assets other than any it holds to back the Gold Bullion Securities. For any redemptions in cash, the Company will be relying on the credit of the counterparty to whom the gold is sold. Consequently, if any counterparty fails to settle such trade, the Company's obligation to pay will be reduced by the amount of the deficiency in payment received from the counterparty.</p>
D.6	Key risks of Gold Bullion Securities	<ul style="list-style-type: none"> <li>• Past performance is not an indication of expected performance.</li> <li>• An investment in Gold Bullion Securities involves a significant degree of risk and an investor may lose the value of their entire investment or part of it.</li> <li>• At any time, the price at which the Gold Bullion Securities trade on the London Stock Exchange or on any other exchange to which they may be admitted to trading from time to time may not reflect accurately the price of gold represented by such Gold Bullion Securities, meaning an investor may not get the return they expect from the Gold Bullion Securities.</li> </ul>

		<ul style="list-style-type: none"> <li>• All gold underlying the Gold Bullion Securities will be held by the Custodian in its vaults in London or in the vaults of a sub-custodian appointed by the Custodian or by a delegate of a sub-custodian. Access to such gold could be restricted by natural events, such as an earthquake, or human actions, such as a terrorist attack. The Custodian has no obligation to insure such gold against loss, theft or damage and the Company does not intend to insure against such risks. Accordingly, there is a risk that the gold underlying the Gold Bullion Securities could be lost, stolen or damaged and the Company would not be able to satisfy its obligations in respect of the Gold Bullion Securities leading to a loss for Security Holders.</li> <li>• The Company may, at any time, upon 30 days' notice to Security Holders redeem all of the Gold Bullion Securities and an early redemption of Gold Bullion Securities may be imposed on investors, which may result in an investment in Gold Bullion Securities being redeemed earlier than desired. Such early redemption could lead to an investor incurring a tax charge to which they would otherwise not be subject and/or if the redemption place at a time when the cash value of the Gold Bullion Securities redeemed is less than when they were purchased by the Security Holder, the Security Holder could suffer a loss.</li> <li>• The Company may be required by the rules of an exchange (other than the London Stock Exchange) to which the Gold Bullion Securities are admitted to trading to have a minimum number of market-makers. If a market-maker ceases to act as market-maker and a replacement cannot be found and as a result the Company cannot meet the minimum requirement, the relevant exchange may require the Gold Bullion Securities to cease trading.</li> </ul>
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#### SECTION E – Offer

E.2b	Reasons for offer and use of proceeds	Not applicable; the reasons for the offer and use of proceeds are not different from making profit and/or hedging.
E.3	Terms and conditions of the offer	The Gold Bullion Securities are being made available by the Company for subscription only to Approved Applicants who have submitted a valid application and who have delivered an amount of gold equal to the aggregate Per Security Entitlement to Gold of the Gold Bullion Securities applied for to an account of the Company at the Custodian and the Gold Bullion Securities will only be issued once gold equalling the Per Security Entitlement to Gold of the Gold Bullion Securities applied for has been transferred to the accounts of the Trustee at the Custodian. An Approved Applicant must also pay the Issuer an application fee of \$500 for creations of less than 350,000 Gold Bullion Securities. Any applications for Gold Bullion Securities by 3 p.m. London time on a business day, will generally enable the Approved Applicant to be

		registered as the holder of the Gold Bullion Securities within three business days.
E.4	Material or conflicting interests	<p>Mr Tuckwell and Mr Roxburgh (who are directors of the Company) are also directors of ManJer and each of the Directors (other than Mr Weeks) are also directors of HoldCo – the sole shareholder of the Company. Mr Tuckwell is also a director of and a shareholder in ETFSL and Mr Roxburgh is the Chief Financial Officer of ETFSL. While these roles could potentially lead to conflicts of interest, the Directors do not believe that there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Company owe to the Company, and the private interests and/or other duties that they have.</p> <p>The Directors of the Company also hold directorships of other issuers of exchange traded commodities also owned by HoldCo.</p>
E.7	Expenses	<p>The Company charges the following costs to investors:</p> <p>To Approved Applicants only:</p> <ul style="list-style-type: none"> <li>- \$500 per creation of less than 350,000 Gold Bullion Securities carried out directly with the Company; and</li> </ul> <p>To all Security Holders:</p> <ul style="list-style-type: none"> <li>- \$750 (including VAT) per redemption of Gold Bullion Securities directly with the Company; and</li> <li>- a fee (by way of daily deduction from the Per Security Entitlement to Gold) of 0.40 per cent. per annum.</li> </ul> <p>No other costs will be charged to investors by the Company.</p> <p>If an investor purchases the Gold Bullion Securities from a financial intermediary, the Company estimates that the expenses charged by an authorised offeror in connection with the sale of Gold Bullion Securities to an investor will be 0.15 per cent. of the value of the Gold Bullion Securities sold to such investor.</p>

## **RISK FACTORS**

*An investment in Gold Bullion Securities involves a significant degree of risk. Prior to making an investment decision, prospective investors should carefully read the entire Prospectus.*

*Prospective investors should note that the risks relating to the Company, its industry and the Gold Bullion Securities summarised in the section of this document headed “Summary” are the risks that the Company believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in Gold Bullion Securities. However, as the risks which the Company and the Gold Bullion Securities face relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document headed “Summary” but also, among other things, the risks and uncertainties described below, which constitute all of the principal risks known to the Company. A Security Holder may lose some or the entire value of their investment in Gold Bullion Securities, including for reasons other than those set out below (for example, reasons not currently considered by the Issuer to be material or based on circumstances or facts of which the Issuer is not currently aware).*

### **Gold Price**

The value of Gold Bullion Securities will be affected by movements in the US dollar price of gold. To the extent that a Security Holder values Gold Bullion Securities in another currency that value will be affected by changes in the exchange rate between US dollars and that other currency. The gold price fluctuates widely and is affected by numerous factors beyond the Company's control, including:

- Global or regional political, economic or financial events and situations;
- Investors' expectations with respect to the future rates of inflation and movements in world equity, financial and property markets;
- Global gold supply and demand, which is influenced by such factors as mine production and net forward selling activities by gold producers, central bank purchases and sales, jewellery demand and the supply of recycled jewellery, net investment demand and industrial demand, net of recycling;
- Interest rates and currency exchange rates, particularly the strength of and confidence in the US dollar; and
- Investment and trading activities of hedge funds, commodity funds and other speculators.

### **Trustee Expenses**

To the extent that the Trustee's fees and expenses are not met by the Company, the Trustee may enforce the Security and recover any such outstanding fees and expenses from the Secured Property. If the Trustee enforces the Security on behalf of any Security Holder at a time when any fees or expenses due to the Trustee (or any Appointee or Receiver, each as defined in the Trust Instrument) have not been paid, such fees and expenses shall be payable from the enforcement of the Secured Property in priority to any claims of the Security Holders.

### **Tracking Error and Liquidity Risk**

At any time, the price at which the Gold Bullion Securities trade on the London Stock Exchange or on any other exchange to which they may be admitted from time to time may not reflect accurately the price of gold represented by such Gold Bullion Securities. The procedures for creations and redemptions of Gold Bullion Securities will help limit this difference (or “tracking error”). However, this risk cannot be fully eliminated since the market price will be a function of supply and demand amongst investors wishing to buy and sell Gold Bullion Securities.

There can be no assurance as to the depth of the secondary market in the Gold Bullion Securities (if any) and this may affect their liquidity and market price.

### **Gold Bullion Dealing Risks of the Issuer**

For any redemptions in cash, the Company, when selling gold or exchanging currencies pursuant to a Counterparty Agreement will be relying on the credit of the Approved Counterparty to that transaction. If

any Approved Counterparty fails to settle such trade, the Company's obligation to pay the gross proceeds of sale received from the sale of gold for such gold (or currency exchange) (less any Sale Costs which may be set-off in accordance with Condition 2.2(c)) shall be reduced by the amount of the deficiency in payment received from the Approved Counterparty, provided, however, that the Company shall be obliged to ensure that the amount paid to the Receipts Account or the account of the relevant Security Holder, as the case may be, in respect of any such redemption by a Security Holder shall not be less than US\$0.01. These dealing risks could be higher if the Company is unable to conclude an agreement for the sale of gold through an Approved Counterparty, the Security Holder fails to either withdraw its Redemption Notice or elect for redemption in gold.

### **Custody and Insurance**

All Secured Gold will be held by the Custodian in its vaults in London or in the vaults of a sub-custodian appointed by the Custodian or by a delegate of a sub-custodian. Access to such gold could be restricted by natural events, such as an earthquake, or human actions, such as a terrorist attack.

The Custodian may make such insurance arrangements in connection with its custodial obligations with respect to Secured Gold in allocated form as it considers fit. The Custodian has no obligation to insure such gold against loss, theft or damage and the Company does not intend to insure against such risks. In addition, the Trustee is not responsible for ensuring that adequate insurance arrangements have been made, or for insuring the gold held in the Secured Gold Accounts, and shall not be required to make any enquiry regarding such matters.

Accordingly, there is a risk that the Secured Gold could be lost, stolen or damaged and the Company would not be able to satisfy its obligations in respect of the Gold Bullion Securities.

Although the Custodian has offered the Company attractive rates for its services, the Custodian is entitled to terminate the Custodian Agreements upon 90 days' written notice (see Section 10 (*Termination*) of "Custodian Agreements" in Part 6 (*Description of the Documents*)).

The London office of the Custodian is regulated by the FCA, the United Kingdom's financial services regulator, but the custodial services offered by the Custodian and any sub-custodian are presently not a regulated investment activity subject to the supervision and rules of the FCA (but are subject to the NIPS Code maintained by the Bank of England).

Further details regarding the custody of Secured Gold are set out in Part 4 (*Description of the Gold Bullion Securities*).

### **Credit Exposure to Custodians on Secured Gold held in Secured Unallocated Accounts**

Secured Gold may be held in the Secured Unallocated Accounts. Secured Gold held in the Secured Unallocated Accounts does not give proprietary rights to specific bars of gold but instead gives an unsecured claim against the Custodian for the amount of such gold held in those accounts and is not segregated from the assets of the Custodian. As a result, in the event of the insolvency of the Custodian it may not be possible to recover any or the full amount of any Secured Gold held in the Secured Unallocated Accounts which may mean that the Issuer is unable to meet its Redemption Obligations in respect of the Gold Bullion Securities. In these circumstances a Security Holder may suffer a loss as they will not be able to realise the full value of their Gold Bullion Securities.

### **Early Redemption of Gold Bullion Securities**

The Company may, at any time, upon 30 days' notice to the Security Holders redeem all of the Gold Bullion Securities. Thus, an investment in the Gold Bullion Securities may be redeemed earlier than desired by a Security Holder. In addition, in such circumstances, the Company is entitled to specify whether such redemption will be by way of the Gold Delivery Method or the Gold Sale Method.

### **General Market Risk**

General movements in local and international markets and factors that affect the investment climate and investor sentiment could all affect the level of trading and therefore the market price of Gold Bullion Securities. These risks are generally applicable to any investment in listed securities and investors should be aware that Gold Bullion Securities can go down in price as well as up. Investors should be aware that by investing in Gold Bullion Securities, their initial investment may be lost in part.

### **Limited Enforcement Rights**

The Trustee will only enforce the Security on behalf of a Security Holder if it is directed to do so:

- (a) by a Security Holder to whom a Defaulted Obligation is owed; or
- (b) if an Insolvency Event has occurred and is continuing, by (i) Security Holders holding not less than 25 per cent. of the face value of the Gold Bullion Securities then outstanding or (ii) an Extraordinary Resolution,

in each case provided that the Trustee is indemnified to its satisfaction. In circumstances where the Trustee is not obliged to enforce the Security, a Security Holder will have no right to proceed directly against the Company and may therefore not be able to realise the value of their investment.

### **Administration and Winding-Up Proceedings in England**

Under Section 426 of the Insolvency Act 1986, the English Courts may, if requested by a Court in a “relevant country or territory” (including Jersey), make an administration or winding-up order in respect of a foreign company, such as the Company.

Furthermore, under the European Insolvency Regulations (No.1346/2000) (“EIR”) main insolvency proceedings (including administration and liquidation) can be opened if the centre of main interests of the Company is considered to be in England, or winding-up proceedings (liquidation) may be opened if the Company has an establishment (as defined in the EIR) in England.

If the Company were placed in administration in England, the effect would be that during the period of administration, the affairs, business and property of the Company would be managed by a person known as an administrator and this could affect the ability of a Security Holder to redeem their Gold Bullion Securities at a time of their choosing, which could mean a delay in the return of the underlying assets to Security Holders and a loss if the value of the underlying asset has reduced in value in the intervening period.

During the period beginning with making an application for an administration order and ending with the making of such an order or the dismissal of the application, no steps could be taken to enforce the Security except with the leave of the court and subject to such terms as the court may impose.

In the case of administration, while the Company remained in administration no steps could be taken to enforce the Security, except with the consent of the administrator or the leave of the Court and subject to such terms as the Court might impose. It is also open to the administrator to apply to the court to sell property subject to the Security. The administrator must however account to the Trustee and the Security Holders for the proceeds of sale.

Under the Cross-Border Insolvency Regulations 2006 a foreign insolvency representative, in this case the insolvency representative of the Company in Jersey, may apply to the English Courts, inter alia, to commence insolvency proceedings under English law (which could include administration) or to have the English Courts recognise a foreign insolvency proceeding, or to have the English Courts grant a stay of any enforcement of any security. If any such application were made, it could affect the ability of the Trustee to enforce the Security.

If the Company were placed in liquidation in England, the Security could be enforced by the Trustee on behalf of the Security Holders.

### **Regulatory Risk**

The Company may be required by the rules of an exchange (other than the London Stock Exchange) to which the Gold Bullion Securities are admitted to trading to have a minimum number of market-makers. If a market-maker ceases to act as market-maker and a replacement cannot be found and as a result the Company cannot meet the minimum requirement, the relevant exchange may require the Gold Bullion Securities to cease trading which may make it harder for a Security Holder to sell their Gold Bullion Securities at a time of their choosing and which could lead to a loss to a Security Holder if, when they are subsequently able to sell their Gold Bullion Securities, the value of those Gold Bullion Securities has dropped below the value of the Gold Bullion Securities when the Security Holder initially sought to sell them.



## FREQUENTLY ASKED QUESTIONS

*This section is intended to answer some of the questions which a prospective investor may have when considering an investment in Gold Bullion Securities. It is not intended to be a summary of or a complete description of the information contained in this Prospectus and an investment in Gold Bullion Securities should only be made after careful consideration of this Prospectus.*

*Capitalised terms have the meanings given to them in the section entitled “Definitions”.*

### **What are Gold Bullion Securities?**

Gold Bullion Securities are secured, undated debt securities issued by Gold Bullion Securities Limited, a Jersey company established as a special purpose vehicle for the purpose of issuing the Gold Bullion Securities. The Gold Bullion Securities offer investors a means of investing in physical gold bars without the necessity of taking delivery of the physical gold, and enable investors to buy and sell that interest through the trading of a security on a stock exchange.

### **How does the product give exposure to physical gold?**

The Gold Bullion Securities are backed by physical gold bars held in secure vaults at the Custodian. Upon redemption of a Gold Bullion Security directly with the Company, a Security Holder will generally be entitled to receive an amount of gold equivalent to the Combined Entitlement to Gold of the Gold Bullion Securities being redeemed.

### **How is the product physically backed?**

The Gold Bullion Securities are backed by physical gold held in the Secured Gold Accounts in the name of the Trustee. To ensure its quality, the gold held to back the Gold Bullion Securities meets the “Good Delivery” standards set by the LBMA.

### **How is the gold stored?**

All gold that is in a Secured Gold Account is held by the Custodian at its London vault premises or (solely for the temporary custody of gold until transported to the Custodian’s London vault premises, unless otherwise agreed with the Trustee) in the vaults of a sub-custodian, in each case in the name of the Trustee. Gold is held in both allocated accounts and unallocated accounts. Further explanation of what is meant by the terms allocated and unallocated accounts can be found under the headings “Allocated Accounts” and “Unallocated Accounts” in Part 3 (*Gold Market Overview*) and an explanation of how this applies to the Gold Bullion Securities can be found under the heading “Introduction” in Part 1 (*Information on the Company, ManJer and Gold Bullion Securities*).

### **What are the Secured Gold Accounts?**

The Secured Gold Accounts are separate segregated accounts maintained by the Custodian in the name of the Trustee. The Secured Gold Accounts evidence and record the gold held by the Custodian as well as the withdrawals from and the deposits to that account.

### **What does it mean to hold gold in an allocated account?**

An allocated account is held with a custodian. Held in the customer’s name, the account evidences that uniquely identifiable bars of gold have been “allocated” to the customer and are segregated from other metal held in the custodian’s vault. The customer has full title to the gold held in the allocated account. As a result, the allocated account should not entail any credit risk exposure to the custodian.

### **How does the custodian identify the gold held in the allocated account?**

Gold may be identified by the custodian based on a combination of criteria: (i) the name of the refiner; (ii) the serial number; (iii) its year of manufacture; (iv) its weight; and/or (v) its composition and purity (“assay”). It is important to recognise that any combination of these may be used to identify an individual gold bar. Two entirely different bars may be from the same refiner and have the same serial number but have a different weight and/or be from a different year.

### **Is it possible to know which bars of gold back the Gold Bullion Securities?**

Yes, The Company publishes a list of the gold bars that are held in allocated accounts on its website at [www.etfsecurities.com/retail/uk/en-gb/documents.aspx](http://www.etfsecurities.com/retail/uk/en-gb/documents.aspx).



**What does it mean to hold gold in an unallocated account?**

An unallocated account is also held with a custodian. However, unlike gold held in an allocated account, gold in an unallocated account does not entitle the customer to a particular gold bar and the customer's holding is not segregated from that of other customers or the custodian. Instead, the books and records of the custodian record that the customer is entitled to a specific amount of gold. As the gold is not segregated, the customer has a credit risk exposure to the custodian. Gold in unallocated form is easier to transfer as it simply requires an update of the custodian's books and records rather than movements of physical gold and for this reason transfers in connection with creation and redemption of Gold Bullion Securities are carried out in unallocated form. Once the level of gold in an unallocated account reaches an amount equal to one bar, that bar can be transferred to an allocated account.

**How is the gold at the Custodian audited?**

The gold held at the Custodian to back the Gold Bullion Securities is audited twice a year by an independent metal audit firm – Inspectorate International. The first audit takes place at the start of each year in relation to the gold held at the end of the previous year and then a second audit is carried out at random during the year. The results of these audits are published by the Company at [www.etfsecurities.com](http://www.etfsecurities.com).

**What is the London Bullion Market Association (LBMA)?**

The LBMA is a trade association that coordinates wholesale trading for gold. The LBMA maintains and publishes "Good Delivery" lists that establish a set of criteria that a refiner and its bullion must satisfy before being accepted for trading. For additional information, please see [www.lbma.org.uk](http://www.lbma.org.uk).

**Is the gold insured?**

The Custodian is required to maintain such insurance over the gold bars stored in its vaults as it believes is commercially reasonable.

**Who is the Custodian?**

The Custodian is HSBC Bank US, N.A.

**What is an Approved Counterparty?**

If Gold Bullion Securities are to be redeemed in cash, an Approved Counterparty is a financial institution to whom the Company will sell an amount of gold equivalent to the Combined Entitlement to Gold, in order to realise sufficient cash proceeds to complete the redemption.

**What is an Approved Applicant?**

Approved Applicants are financial institutions which meet certain eligibility criteria and who have been appointed by the Company. Applicants may, but do not have to, act as market makers for the Gold Bullion Securities by buying and selling Gold Bullion Securities to and from investors either on exchange or in over the counter transactions.

**Who is the Trustee and what do they do?**

The Trustee is The Law Debenture Trust Corporation plc and is an independent entity whose role is to act as trustee on behalf of Security Holders in accordance with the Trust Instrument and the Security Deed. The Trustee holds its rights on behalf of Security Holders (and itself).

**What is the Combined Entitlement to Gold?**

The Combined Entitlement to Gold is the total amount of gold to be sold or delivered in relation to any Gold Bullion Securities which are being redeemed. It is determined by multiplying the Per Security Entitlement to Gold (an amount in fine troy ounces, reducing daily by the Gold Sales Charge Rate) by the number of Gold Bullion Securities being redeemed.

**When will the Gold Sales Charge Rate be calculated and published?**

The Gold Sales Charge Rate is calculated and published on the Company's website on each Business Day.

**Can an investor deliver or take physical delivery of the underlying physical gold?**

Generally only Approved Applicants can deliver or take delivery of the underlying physical gold, although a Security Holder may take delivery of the gold if it specifies in its Redemption Notice an unallocated

account with a bullion dealer in London which is a member of the LBMA to which such gold is to be transferred.

### **How do I buy and sell Gold Bullion Securities?**

Only Approved Applicants may create Gold Bullion Securities directly with the Company, at a subscription price equal to the amount of the Per Security Entitlement to Gold on the relevant date. Once an Applicant creates Gold Bullion Securities with the Company it can then (i) choose to hold the Gold Bullion Securities itself; (ii) sell those Gold Bullion Securities on one of the stock exchanges on which the Gold Bullion Securities are admitted to trading; (iii) sell those Gold Bullion Securities in private off exchange transactions (OTC); or (iv) redeem the Gold Bullion Securities directly with the Company.

Investors other than Applicants can buy and sell Gold Bullion Securities on any of the stock exchanges on which they are admitted to trading or in private transactions (OTC) in the same way as they buy other listed securities.

Transactions in Gold Bullion Securities other than those directly with the Company can be done at any point during the trading day. Such purchases of Gold Bullion Securities will generally be done at a “bid price” and any sales of Gold Bullion Securities will generally be done at an “offer price”. The bid and offer prices of a Gold Bullion Security are expected to be close to the cash value of the Per Security Entitlement to Gold at the particular time, however, they will not match exactly the cash value of the Per Security Entitlement to Gold because bid and offer prices also take account of other market conditions such as market liquidity (supply and demand) at the time that the investor is looking to buy or sell their Gold Bullion Securities.

### **What is the cash value of a Gold Bullion Security?**

Each Gold Bullion Security has an effective entitlement to physical gold, and that Per Security Entitlement to Gold reduces each day to reflect the accrual of the fees payable in respect of that Gold Bullion Security. Whilst Approved Applicants create and redeem Gold Bullion Securities directly with the Company in exchange for gold, most Security Holders will buy and sell their Gold Bullion Securities on a stock exchange in return for cash. The cash value at which the Gold Bullion Securities will trade on exchange is expected to be close to the value of the Per Security Entitlement to Gold of the Gold Bullion Securities. The “spot price” of gold is a single price which is set up to twice a day and is based on an average of all the buy and sell offers in the market for such gold. The spot price is also known as the “fixing” and is published by the LBMA on its website at [www.lbma.org.uk](http://www.lbma.org.uk).

### **How do I determine the value of my investment?**

The value of an investment in Gold Bullion Securities will depend on the bid and offer prices quoted by market makers at the particular time. As described above, these are expected to be close to the cash value of the Per Security Entitlement to Gold at that time. The Per Security Entitlement to Gold varies on each day according to a formula to reflect the Gold Sales Charge. Further information and examples of how it is calculated are set out in Part 2 (*How does a Security Holder determine the value of their investment?*).

### **Can I lose all of my initial investment?**

Yes, an investor may lose all of their initial investment by virtue of the movements in the price of the underlying gold.

### **Can I lose more than my initial investment?**

An investor who buys and holds their Gold Bullion Securities cannot lose more than their initial investment.

### **What is the minimum investment?**

One Gold Bullion Security.

### **What are the costs of holding the product?**

Investors are charged a Gold Sales Charge in respect of the Gold Bullion Securities. This is deducted each day by a reduction in the Per Security Entitlement to Gold. Further information is set out in Part 1 (*Information on the Company, ManJer and Gold Bullion Securities*).

Investors who buy and sell Gold Bullion Securities on exchange or in transactions other than with the Company may also be charged additional costs in respect of those transactions.

## **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated in this document by reference and are available in electronic form at the Company's website at <http://www.etfsecurities.com/retail/uk/en-gb/documents.aspx> and at the registered office of the Company as set out in paragraph 7 of Part 9 (General Information):

1. the published audited reports and accounts of the Company for the year ended 31 December 2011, as published by the Company through the Regulatory News Service of the London Stock Exchange on 12 March 2012;
2. the published audited reports and accounts of the Company for the year ended 31 December 2012, as published by the Company through the Regulatory News Service of the London Stock Exchange on 27 March 2013; and
3. the summary of the terms and conditions applicable to the Gold Bullion Securities set out at pages 37-42 of the base prospectus of the Company dated 28 August 2012. Other than pages 37-42, the remainder of the base prospectus of the Company dated 28 August 2012 is not incorporated by reference as it is not relevant to investors/prospective investors in Gold Bullion Securities.

No documents referred to in the above documents are themselves incorporated into this Prospectus and other than the documents specifically identified above, no other documents, including the contents of any websites or web pages referred to in this Prospectus form part of this Prospectus for the purposes of the Prospectus Directive or the Prospectus Rules.

## PART 1

### INFORMATION ON THE COMPANY, MANJER AND GOLD BULLION SECURITIES

#### Introduction

Gold Bullion Securities are intended to offer investors a means of investing in the gold bullion market without the necessity of taking physical delivery of gold, and to buy and sell that interest through the trading of a security on the London Stock Exchange and on any other exchange to which they may be admitted to trading from time to time. A Gold Bullion Security is a secured undated zero coupon note with a face value of US\$0.00001 issued by the Company, which on redemption entitles a Security Holder to payment in gold of an amount equal to the Per Security Entitlement to Gold on the applicable Redemption Date, provided that if such Gold Bullion Security is to be redeemed using the Gold Sale Method, the Company shall redeem such Gold Bullion Security by payment in cash of an amount equal to the value of the Per Security Entitlement to Gold. The Per Security Entitlement to Gold will be calculated as 99.550959 per cent. of one-tenth of one fine troy ounce of gold as at 1 July 2005, reduced daily by the Gold Sales Charge Rate of 0.40 per cent. per annum, and the “value” of the Per Security Entitlement to Gold shall be calculated as an amount equal to the gross proceeds of sale actually realised by the Company from selling gold equal to the Per Security Entitlement to Gold on the Redemption Date in accordance with the terms of the Gold Sale Method. As at 2 August 2013, the latest practicable date prior to publication of this document, the Per Security Entitlement to Gold was 96.32 per cent. of one-tenth of one fine troy ounce of gold.

All gold on which the Gold Bullion Securities are secured will be held in custody by the Custodian (HSBC Bank USA, N.A., London Branch), its sub-custodians or their delegates. All such gold will be held in the Secured Gold Accounts. An amount of such Secured Gold not less than the Combined Entitlement to Gold of all outstanding Gold Bullion Securities will be held in the Secured Allocated Account, where it will be held in “allocated” form (that is, as uniquely identifiable London Good Delivery bars) other than to the extent that any such gold is required to be transferred to the Secured Unallocated Account to effect a redemption. The Gold Bullion Securities are constituted by a Trust Instrument entered into between the Company and The Law Debenture Trust Corporation p.l.c. as trustee for the Security Holders. The Secured Gold is the subject of a fixed charge under the Security Deed in favour of the Trustee to secure the obligations owed by the Company to the Trustee and the Security Holders in respect of the Gold Bullion Securities. Under the Custodian Agreements and the Receipts Account Agreement, the Custodian, with respect to the Secured Gold Accounts, and the Account Bank, with respect to the Receipts Account, each acknowledges the Security created in favour of the Trustee and agrees that only the Trustee may give instructions in relation to such accounts, subject to such security.

The creation and redemption feature of Gold Bullion Securities enables Gold Bullion Securities to be created or redeemed, at any time, in exchange for OTC gold (gold traded in the inter-bank market loco London). This feature is designed to ensure that Gold Bullion Securities are, effectively, interchangeable with OTC gold and should, thus, track closely the price of and have similar liquidity to OTC gold. Since listing on 31 March 2004, the daily correlation of Gold Bullion Securities with the 3 p.m. LBMA Gold Fixing has been at least +0.999999.

Management and administration services will be supplied to the Company by ManJer. Further details as to the ownership of, and relationship between, the Company and ManJer, and the services to be provided by ManJer, are set out under the headings “The Company and ManJer” and “Management Expenses”.

The Offering being made pursuant to this document is a continuous offer made during the period of 12 months from the date of this document. This document gives information about the Offering and contains the formal invitation to apply for Gold Bullion Securities.

#### Restrictions Relating to Subscription for Gold Bullion Securities

The Gold Bullion Securities are being offered for subscription only to Approved Applicants. All other investors may purchase Gold Bullion Securities on the London Stock Exchange, NYSE Euronext Paris, the ETFplus market of the Borsa Italiana S.p.A, the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) or any other exchange to which they may be admitted to trading from time to time.

## **The Company and ManJer**

The Company is a public company limited by shares and was incorporated in Jersey on 17 March 2004. The Company is wholly-owned by HoldCo, which is a company incorporated in Jersey and which is itself wholly-owned by ETFSL. The Company does not and will not have any employees or subsidiaries. The Company is a special purpose company established for the purpose of issuing Gold Bullion Securities and has not undertaken any business, save for issuing and redeeming Gold Bullion Securities, entering into the Documents and performing the obligations and exercising its rights in relation thereto, since its incorporation. The Company's registered office is Ordnance House, 31 Pier Road, St. Helier, Jersey, Channel Islands, JE4 8PW. The Company does not and will not own or lease any land or buildings. The Company will not undertake any business other than issuing and redeeming Gold Bullion Securities and performing the obligations and exercising its rights in relation thereto.

HoldCo acts as the holding company and ManJer acts as the manager of the Company. The Company is neither directly nor indirectly owned or controlled by any other party to the Programme. The Company is dependent upon ManJer to provide management and administration services to it. ManJer intends to promote and to provide management and other services to both the Company and other companies issuing commodity-based securities and currently also provides such services to ETFS Metal Securities Limited, ETFS Oil Securities Limited, ETFS Foreign Exchange Limited, ETFS Commodity Securities Limited, ETFS Industrial Metal Securities Limited, ETFS Metal Securities Australia Limited, ETFS Commodity Securities Australia Limited, ETFS Hedged Commodity Securities Limited, Swiss Commodity Securities Limited and ETFS Hedged Metal Securities Limited.

## **Creation and Custody Structure**

A Gold Bullion Security will only be issued once the subscription price equal to the market value of the Per Security Entitlement to Gold at the time of subscription has been paid by an Applicant to the Company, such payment to be satisfied by the deposit of gold equal to the Per Security Entitlement to Gold into the Subscription Unallocated Account. A Gold Bullion Security will be cancelled on redemption when an amount equal to the value of the Per Security Entitlement to Gold has been paid to the Security Holder, if the Gold Sale Method applies, or when gold in an amount equal to the Per Security Entitlement to Gold has been paid in gold to the Security Holder, if the Gold Delivery Method applies, on the applicable Redemption Date. For this purpose the "value" of the Per Security Entitlement to Gold shall be determined as an amount equal to the gross proceeds of sale actually realised by the Company from selling gold equal to the Per Security Entitlement to Gold on the Redemption Date in accordance with the terms of the Gold Sale Method. Thus, there should always be a direct relationship between the number of Gold Bullion Securities in issue and the amount of Secured Gold held to secure obligations owed by the Company to the Security Holders in respect of the Gold Bullion Securities.

All Gold Bullion Securities (newly issued and existing) will be fungible and will be backed by the same assets.

Gold held in the Subscription Unallocated Account will not be subject to the security created by the Security Deed. However, pending the transfer of such gold to the Secured Allocated Account or, if the relevant Application is rejected, or if the relevant Applicant has deposited excess gold, the return of such gold to the relevant Applicant, the Company will hold such gold on trust for the benefit of such Applicant. Details of the creation and redemption process are set out in Part 4 (*Description of the Gold Bullion Securities*). Details of the Conditions are set out in Part 6 (*Description of the Documents*).

## **Management Expenses**

Pursuant to the Service Agreement, ManJer is responsible for supplying all management and administration services to the Company and will pay all the management and administration costs of the Company, including the fees of the Trustee and Custodian.

In return for ManJer agreeing to perform its obligations under the Service Agreement, the Company is obliged to pay to ManJer a fee equal to the Gold Sales Charge plus any Creation Fees and Redemption Fees received by the Company less the Company's own expenses in administering the Programme.

The Company has also entered into a corporate administration agreement under which (as amended) R&H Fund Services (Jersey) Limited has agreed to perform certain administration duties for the Company, and is entitled to be paid an annual fee of £5,000.



### **Gold Sales Charge and Per Security Entitlement to Gold**

The Per Security Entitlement to Gold in relation to each Gold Bullion Security is calculated as being 99.550959 per cent. of one-tenth of a fine troy ounce of gold as at 1 July 2005, reducing daily at the Gold Sales Charge Rate of 0.40 per cent. per annum. The Gold Sales Charge Rate may be varied by the Company at any time, but only after giving three months' prior written notice to all Security Holders (to be released through the RNS).

Pursuant to the Security Deed, the Company shall, at the end of each month, provide the Trustee with a certificate indicating the amount of the Gold Sales Charge for such month, and request that the Trustee instruct the Custodian to withdraw such amount of gold from the Secured Gold Accounts and pay it to the Company. The Gold Sales Charge in relation to each month shall be calculated by applying the Gold Sales Charge Rate to the Combined Entitlement to Gold of all outstanding Gold Bullion Securities on each day during that month.

The following table sets out the Per Security Entitlement to Gold for various dates, assuming the Gold Sales Charge Rate remains at 0.40 per cent. per annum:

Per Security Entitlement to Gold  
(expressed as a percentage of one-tenth of one fine troy ounce of gold)

At 1 July 2013	96.35%
At 1 July 2014	95.95%
At 1 July 2015	95.55%
At 1 July 2016	95.15%

On each Business Day, the Gold Sales Charge Rate is published on the Company website at <http://www.etfsecurities.com/retail/uk/en-gb/documents.aspx> and appears as "Management fee". The Per Security Entitlement to Gold on each Business Day is published in the same location on the Company website and appears as "Metal Entitlement". On 2 August 2013, the latest practicable date prior to publication of this document, the Per Security Entitlement to Gold was 96.32 per cent. of one-tenth of one fine troy ounce of gold.

### **Creation and Redemption Fees**

The Company will not charge Creation Fees or Redemption Fees to investors who buy and sell Gold Bullion Securities on the secondary market, including the London Stock Exchange. Such fees are only payable on the creation and redemption of Gold Bullion Securities.

The Company will charge a Creation Fee to each Applicant for any single creation of Gold Bullion Securities. The Creation Fee charged to each Applicant will be equal to US\$500 per creation. No Creation Fee will be charged on the creation of 350,000 or more securities.

The Company will also charge a Redemption Fee to each Security Holder exercising its right to have all or any of its Gold Bullion Securities redeemed. Such fee shall be in the amount of US\$750 for any single redemption of Gold Bullion Securities (including VAT), regardless of the number of Gold Bullion Securities being redeemed. No such fee shall be payable on the exercise of a compulsory redemption of Gold Bullion Securities by the Company or on a redemption required by the Trustee upon the occurrence of an Insolvency Event. If Gold Bullion Securities are to be redeemed in cash, the Company may set off its liability to pay any redemption moneys against amounts owing to the Company by the redeeming Security Holder in respect of the Redemption Fee.

No additional amounts will be charged by the Company to an Applicant or a Security Holder in respect of VAT payable in connection with Creation Fees or Redemption Fees.

The Company may vary the Creation Fee and Redemption Fee at any time after giving 3 months' notice to Security Holders (to be released through the RNS).

## **Directors and Secretary of the Company**

The Directors and the Secretary of the Company at the date of this document are as follows:

### ***Graham Tuckwell — Non-Executive Chairman***

Mr Tuckwell is the founder and chairman of ETFSL, ManJer, HoldCo and the Company and of ten other companies issuing exchange-traded commodities or other exchange-traded products: ETFS Metal Securities Australia Limited (formerly known as Gold Bullion Securities Limited and which, together with the Company, obtained the world's first listings of an exchange traded commodity on a stock exchange), ETFS Oil Securities Limited, ETFS Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Foreign Exchange Limited, ETFS Industrial Metals Limited, ETFS Hedged Commodity Securities Limited, ETFS Commodity Securities Australia Limited, Swiss Commodity Securities Limited and ETFS Hedged Metal Securities Limited. He is also a director of ETFX Fund Company Public Limited Company and of its manager ETFX Management Company Limited in Ireland as well as the President and Chief Executive Officer of ETF Securities USA LLC. Assets under management in those companies are in excess of US\$21 billion. Previously, Mr Tuckwell was the founder and managing director of Investor Resources Limited, a boutique corporate advisory firm, which specialised in providing financial, technical and strategic advice to the resources industry. He has more than 20 years of corporate and investment banking experience. Prior to the above activities, Mr Tuckwell was Head of Mining Asia/Pacific at Salomon Brothers, Group Executive Director at Normandy Mining responsible for Strategy and Acquisitions and Head of Mergers and Acquisitions at Credit Suisse First Boston in Australia. He holds a Bachelor of Economics (Honours) and a Bachelor of Laws degree from the Australian National University.

### ***Graeme Ross — Non-Executive Director***

Mr Ross graduated from Abertay University in 1980 and joined Arthur Young McClelland Moores in Perth, Scotland. He qualified as a chartered accountant in 1984 and joined KPMG Peat Marwick's practice in Jersey shortly afterwards. Mr Ross joined the Jersey practice of Rawlinson & Hunter in 1986 as a manager in the fund administration division. In 1994 he was admitted to the Jersey partnership. Mr Ross has been the managing director of R&H Fund Services (Jersey) Limited since 1996 and has in-depth knowledge and experience of the fund management industry and in particular retail funds. He has worked in the offshore fund management industry for 29 years and also served as a committee member of the Jersey Fund Managers Association for four years. As a director of R&H Fund Services (Jersey) Limited, the Secretary of the Company, Mr Ross, maintains the day-to-day operations in Jersey of the Company and of ETFS Oil Securities Limited, ETFS Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Foreign Exchange Limited, ETFS Industrial Metal Securities Limited, ETFS Hedged Commodity Securities Limited, ETFS Commodity Securities Australia Limited, Swiss Commodity Securities Limited and ETFS Hedged Metal Securities Limited (he is a non-executive director of each of those companies and of ManJer and HoldCo).

### ***Joseph Roxburgh – Non-Executive Director***

Mr Roxburgh is the Chief Financial Officer of ETFSL and is also a non-executive director of HoldCo, the Company, ETFS Oil Securities Limited, ETFS Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Industrial Metal Securities Limited, ETFS Foreign Exchange Limited, ETFS Hedged Commodity Securities Limited, ETFS Hedged Metal Securities Limited and Swiss Commodity Securities Limited. He is also a director of ETFX Fund Company public limited company and of its manager ETFS Management Company Limited in Ireland. From 2006 to 2012, he was Group Finance Director for a Jersey-based individual managing a global portfolio of commercial and financial investments. From 2004 to 2006, he was Group Finance Director and Company Secretary for Brand Advantage Group and held various roles at KPMG between 1993 and 2004. Mr Roxburgh is a Chartered Accountant (ACA) and a member of the Association of Corporate Treasurers (AMCT). He holds an Executive MBA from University of Bristol/Ecole Nationale des Ponts et Chaussées and a BSc in Physics from the University of Manchester.

### ***Mark Weeks – Non-Executive Director***

Mr Weeks is the Chief Executive Officer of ETF Securities (UK) Limited and is also a non-executive director of the Company, ETFS Oil Securities Limited, ETFS Commodity Securities Limited, ETFS Metal Securities Limited, ETFS Industrial Metal Securities Limited, ETFS Hedged Commodity Securities Limited, ETFS Hedged Metal Securities Limited, ETFS Foreign Exchange Limited and Swiss Commodity Securities Limited. He is also a director of ETFX Fund Company public limited company and of its manager ETFS Management Company in Ireland. From 2006 to 2009 he was at UBS, where he ran the



Securities Lending franchise in Zurich. Prior to this he spent seven years at Goldman Sachs International where, as a Managing Director, he was responsible for running the European Securities Finance sales and trading desk, servicing major institutional and hedge fund clients. From 1993 to 1999 Mr Weeks was at London Global Securities as Global Head of Securities Finance Sales. He also worked at IP Sharp selling securities finance systems and at Morgan Stanley, where he was responsible for the European Securities Finance sales and trading business.

#### ***R&H Fund Services (Jersey) Limited — Secretary of the Company***

R&H Fund Services (Jersey) Limited is a company incorporated in Jersey on 29 November 1988 with limited liability whose issued and paid up share capital is £25,000. It is not involved in any other business activities other than that of acting as manager and administrator of collective investment schemes and is a wholly owned subsidiary of Rawlinson & Hunter, Jersey. The directors of R&H Fund Services (Jersey) Limited are:

Graeme David Ross  
Craig Andrew Stewart  
Hilary Patricia Jones

#### **Directors and Secretary of ManJer**

The directors of ManJer at the date of this Prospectus are Graham Tuckwell, Joseph Roxburgh, Craig Stewart and Steven Ross. The secretary of ManJer at the date of this document is R&H Fund Services (Jersey) Limited. The biographies of Mr Tuckwell and Mr Roxburgh are set out under the heading “Directors and Secretary of the Issuer” above. The biographies of the other directors of ManJer are as follows:

#### ***Craig Stewart***

Mr Stewart has been a member of the board of directors of ManJer since July 2013. Mr Stewart graduated from Edinburgh University in 1987 with a degree in Politics and worked in commercial roles for two blue chip companies headquartered in London. In 1993, he joined Arthur Andersen’s Audit and Business Advisory practice in Jersey and qualified as a chartered accountant in 1997. He has specialised in the investment fund sector and been particularly involved with retail, institutional and private equity funds. In 1997, he was promoted to manager with sole responsibility for Andersen’s asset management clients in European offshore jurisdictions. He was also the manager on a significant number of consulting assignments including controls reviews, operational reviews, due diligence projects, benchmarking studies and forensic investigations. In April 2000, he joined Rawlinson & Hunter’s fund administration division and in January 2001 he was promoted to Director of R&H Fund Services (Jersey) Limited. He was admitted to the partnership of Rawlinson & Hunter, Jersey in 2003. Mr Stewart has worked in the offshore fund management industry for 20 years and also served as a committee member of the Jersey Fund Managers Association. He is also a non-executive director of HoldCo.

#### ***Steven Ross***

Mr Ross has been a member of the board of directors of ManJer since August 2013. Mr Ross graduated from the University of Stirling with an honours degree in Accountancy before embarking on a career with PricewaterhouseCoopers CI LLP in Jersey from 2001 to 2006. Whilst with PricewaterhouseCoopers he qualified as a chartered accountant with the Institute of Chartered Accountants of England and Wales and was responsible for assisting and managing a number of assurance and business advisory engagements for high profile offshore financial services and commercial clients. Prior to joining R&H Fund Services (Jersey) Limited he held the position of Head of Operations for Capita Financial Administrators (Jersey) Limited, an offshore fund administration business and was responsible for the provision of fund administration services to a portfolio of listed and private investment funds. In March 2012, he joined R&H Fund Services (Jersey) Limited as a Client Services Director.

#### **ETFSL**

ETFSL is a Jersey company which was incorporated under the Companies (Jersey) law 1991 on 20 August 2004. Its registered office is Ordnance House, 31 Pier Road, St. Helier, Jersey, JE4 8PW Channel Islands. ETFSL is the ultimate holding company of a group of companies which includes the

Issuer, ManJer and HoldCo. It is not engaged in business activities other than as are related to the establishment of schemes similar to that of the Issuer.

### **Conflict of Interest**

Mr Tuckwell and Mr Roxburgh are each also directors of ManJer, a provider of services to the Company and all of the Directors (other than Mr Weeks) are also directors of HoldCo, the sole shareholder of the Company. Mr Tuckwell is also a director of and a shareholder in ETFSL and Mr Roxburgh is the Chief Financial Officer of ETFSL. While these roles could potentially lead to conflicts of interest, the Directors do not believe there are any actual or potential conflicts of interest between the duties which the directors and/or members of the administrative, management and supervisory bodies of the Company owe to the Company, and the private interests and/or other duties which they have.

Save as specifically stated herein, none of the principal activities performed by the Directors outside the Company are significant with respect to the Company and they have no interests that are material to the Programme. Mr Ross is also a director of R&H Fund Services (Jersey) Limited, the Secretary of the Company.

### **Further Information**

Information regarding United Kingdom, Jersey, Belgian, Dutch, French, German, Irish and Italian taxation in respect of the Programme and Gold Bullion Securities is set out in Part 8 (*Taxation*). If an investor is in any doubt about the tax position, it should consult a professional adviser.

Your attention is drawn to the remainder of this document which contains further information relating to the Programme and Gold Bullion Securities and to the terms and conditions of the Offering set out in the Application Form.

## PART 2

### HOW DOES A SECURITY HOLDER DETERMINE THE VALUE OF THEIR INVESTMENT?

#### Entitlement on Redemption

Each Gold Bullion Security carries a right on redemption to receipt of the Per Security Entitlement to Gold and Security Holders may elect whether to receive their redemption proceeds in gold or in cash as a result of the sale of gold by the Company. The value of a Security Holder's investment is therefore equivalent to the value of the amount in fine troy ounces of physical gold that they would receive upon redemption – generally the applicable Combined Entitlement to Gold, which is calculated by multiplying the Per Security Entitlement to Gold by the number of Gold Bullion Securities to be redeemed.

#### Calculation of the Per Security Entitlement to Gold

As at 1 July 2005, the Per Security Entitlement to Gold of each Gold Bullion Security was as set out in Part 1 (*Description of the Company, ManJer and the Gold Bullion Securities*) under the heading "Gold Sales Charge and Per Security Entitlement to Gold".

The Per Security Entitlement to Gold of each Gold Bullion Security has reduced each day since 1 July 2005 at the Gold Sales Charge Rate of 0.40 per cent. per annum.

On each day, the previous day's Per Security Entitlement to Gold is reduced by the Gold Sales Charge Rate to determine the new Per Security Entitlement to Gold for Gold Bullion Securities on that day.

#### Deduction of Gold Sales Charge

The Gold Sales Charge in respect of each month is calculated by applying the Gold Sales Charge Rate to the Combined Entitlement to Gold of all outstanding Gold Bullion Securities on each day during that month and is aggregated and withdrawn from the Secured Gold Accounts and paid to the Company at the end of the month.

#### Worked Examples

Assuming that the Per Security Entitlement to Gold on the last day on which it was calculated was .1 of one fine troy ounce of gold, the Per Security Entitlement to Gold would be calculated as follows:

$$ME_t = .1 - \left( \frac{.40\%}{365} \right)$$

#### Converting Per Security Entitlement to Gold into a price

Whilst Gold Bullion Securities are created and redeemed by the Company at the Per Security Entitlement to Gold, it is also possible to calculate what the cash value of the Gold Bullion Securities in U.S. Dollars was on a particular day. This is done using the spot price for gold on that day which is multiplied by the Per Security Entitlement to Gold to convert the Per Security Entitlement to Gold into a price in U.S. Dollars. For example, if the spot price of gold on that day was \$1,200 and the Per Security Entitlement to Gold was 0.01 fine troy ounces, then applying these figures to this calculation would create a price of \$12 as follows:

$$\$1,200 \times 0.1 = \$120$$

#### How the Per Security Entitlement to Gold affects the amount of underlying gold

The three hypothetical scenarios in this section show some possible outcomes of an investment in the Gold Bullion Securities under normal market conditions. These scenarios are not indicators of the actual future performance of the Gold Bullion Securities and are for illustrative purposes only. The following assumptions have been made:

- An investor invests in the Gold Bullion Securities for one full calendar year;
- 1 Gold Bullion Securities are bought from a broker at a price of \$120 per security;
- The spot price of the physical gold when bought is \$1,200;
- The Per Security Entitlement to Gold when the Gold Bullion Security is purchased is 0.01 fine troy ounces;

- The Gold Sales Charge Rate is 0.40 per cent.;
- There are no changes in the level of the Gold Sales Charge Rate during the investment period;
- All transaction fees (including any commission) of the investor's broker and investment adviser for the sale and purchase of the Gold Bullion Securities and the custody fees of the investor's bank are excluded; and
- The selling price of a Gold Bullion Security exactly matches the spot price of the underlying quantity of gold.

***Scenario 1: The price of physical gold decreases***

- The price of the physical gold decreases by 10 per cent. to \$1,080 one year later.
- The amount of the fees charged during this time would be 0.0004 fine troy ounces of gold per Gold Bullion Security (equivalent to \$0.43 at the selling price of the Gold Bullion Securities).
- The price of one Gold Bullion Security has decreased to \$107.57.
- The investor sells the Gold Bullion Securities and has lost \$12.43 from his/her initial investment of \$120 a year ago.

***Scenario 2: The price of physical gold increases***

- The price of the physical gold increases by 10 per cent. to \$1,320 one year later.
- The amount of the fees charged during this time would be 0.0004 fine troy ounces of gold per Gold Bullion Security (equivalent to \$0.53 at the selling price of the Gold Bullion Securities).
- The price of one Gold Bullion Security has increased to \$131.47.
- The investor sells the Gold Bullion Securities and has gained \$11.47 from his/her initial investment of \$120 a year ago.

***Scenario 3: The price of physical gold remains the same***

- The price of the physical gold remains the same one year later.
- The amount of the fees charged during this time would be 0.0004 fine troy ounces of gold per Gold Bullion Security (equivalent to \$0.48 at the selling price of the Gold Bullion Securities).
- The price of one Gold Bullion Security has decreased to \$119.52.
- The investor sells the Gold Bullion Securities and has lost \$0.48 from his/her initial investment of \$120 a year ago.

## PART 3

### GOLD MARKET OVERVIEW

The underlying for the Gold Bullion Securities is physical gold. This Part 3 is a description of gold and the physical gold market.

#### Gold Market Balances

The Company believes that three factors set gold apart as an investment from most other commodities: it is indestructible; it is fungible; and the inventory of above-ground stocks is enormous relative to the supply flow. These attributes mean that a sudden surge in gold demand can be met quickly and easily through sales of existing holdings of gold. The Company believes that gold's liquidity and responsiveness to price changes differentiates it from other commodities.

#### Demand and Supply

One factor which separates gold from other precious metals is that there are large above-ground stocks which can be quickly mobilised. As a result of gold's liquidity, gold often acts more like a currency than a commodity.

Over the past ten years, (new) mine production of gold has experienced a modest rise of less than 2 per cent. Of the four sources of supply, mine production accounts for nearly 65 per cent. of total supply. Official sector sales have declined sharply over the past 5 years as the sector transitioned to being a net buyer of gold per annum. Recycled gold volumes have hovered between 1,600 and 1,700 tonnes in recent years.

On the demand side, jewellery is clearly the greatest source of demand however jewellery's contribution to demand has fallen from 77 per cent. to 49 per cent. of demand since 2003. Industrial demand has been relatively constant, contributing between 10 per cent. to 14 per cent. to total demand. The factor to have increased significantly is investment demand with an increase of over 350 per cent. in tonnage terms between 2003 and 2012, partly due to an increase in the gold price and also to the availability of new investment products such as exchange traded commodities.

The following table shows the main sources of supply and demand of gold for the ten-year period ending 31 December 2012:

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
	(tonnes)									
<b>Supply</b>										
Mine production	2,623	2,496	2,550	2,482	2,476	2,408	2,589	2,689	2,818	2,861
Official sector sales	620	479	663	365	484	232	34	—	—	—
Recycled gold	986	881	902	1,133	982	1,316	1,695	1,645	1,661	1,616
Net producer hedging	-289	-438	-92	-434	-444	-352	-236	-103	7	0
Total Reported Supply	3,940	3,418	4,023	3,546	3,498	3,604	4,277	4,231	4,486	4,477
<b>Demand</b>										
Jewellery	2,484	2,616	2,719	2,300	2,423	2,304	1,816	2,020	1,975	1,893
Industrial	386	419	438	468	476	461	410	465	452	407
Investment**	350	493	608	683	698	1,204	1,414	1,569	1,715	1,590
Total Bars and Coins	310	400	400	422	444	884	791	1,187	1,530	1,311
ETPs and ETFs	39	133	208	260	253	321	623	382	185	279
Other	720	-110	258	95	-99	-365	637	177	344	587
Total Reported Demand	3,220	3,528	3,765	3,451	3,597	3,969	3,640	4,054	4,142	3,890

Source: Thomson Reuters GFMS and World Gold Council

#### The Gold Market

Gold trading on the global market consists of transactions in spot, forwards, and options and other derivatives on the over-the-counter (OTC) market, together with exchange-traded futures and options. The OTC market trades on a 24-hour per day continuous basis and accounts for most global gold trading.

Market-makers, as well as others in the OTC market, trade with each other and with their clients on a principal-to-principal basis. All risks and issues of credit are between the parties directly involved in the

transaction. The OTC market provides a relatively flexible market in terms of quotes, price, size, destinations for delivery and other factors. Bullion dealers customise transactions to meet clients' requirements. The OTC market has no formal structure and no open-outcry meeting place. The main centres of the OTC market are London, New York and Zurich. Mining companies, central banks, manufacturers of jewellery and industrial products, together with investors and speculators, tend to transact their business through one of these market centres. Centres, such as Dubai, and several cities in the Far East also transact substantial OTC market business, typically involving jewellery and small bars (1 kilogram or less). Bullion dealers have offices around the world and most of the world's major bullion dealers are either members or associate members of the LBMA (see below).

In the OTC market, the standard size of gold trades between market-makers usually ranges between 5,000 and 10,000 ounces. Bid-offer spreads are typically US\$0.50 per ounce or lower. Dealers are generally willing to offer clients competitive prices for much larger volumes, potentially up to 100,000 ounces, although this will vary according to the dealer, the client and market conditions, as transaction costs in the OTC market are negotiable between the parties and therefore vary widely. Cost indicators can be obtained from various information service providers as well as dealers.

The most significant futures exchanges are the COMEX, a division of the New York Mercantile Exchange, and the Tokyo Commodity Exchange (TOCOM). Trading on these exchanges is based on fixed delivery dates and transaction sizes for the futures and options contracts traded. Trading costs are negotiable.

Liquidity in the OTC market can vary from time to time during the course of the 24-hour trading day. The period of greatest liquidity in the gold market is typically that time of the day when trading in the European time zones overlaps with trading in the United States, that is when OTC market trading in London, New York and other centres coincides with futures and options trading on the COMEX. This period lasts for approximately four hours each UK Business Day afternoon (or less where daylight savings time takes effect on different dates across different time zones).

## **The London Bullion Market**

### ***The LBMA***

The London Bullion Market Association is the trade association that acts as the co-ordinator for activities conducted in the London Bullion Market. The roles of the LBMA include: setting refining standards for and ensuring gold bars meet the LBMA "Good Delivery Standard"; co-ordinating market clearing and vaulting; promoting good trading practices; and developing standard documentation.

### ***London Good Delivery***

According to the Good Delivery Rules of the LBMA a gold bar must have a minimum fineness of 99.5 per cent. and a weight of approximately 400 ounces or 12.5 kilograms (although bars are permitted to be between 350 and 430 ounces). The actual quantity of pure gold in a bar is expressed to three decimal places and is calculated by multiplying the gross weight (in ounces, to three decimal places) by the fineness (in per cent., to two decimal places). For example, a bar with a gross weight of 404.075 fine troy ounces and a fineness of 99.58 per cent. would be recorded as having a fine gold content of 402.377 fine troy ounces (note: there is no rounding up unless the fourth decimal is a nine). The standards required for gold bars to be included in the "Good Delivery Lists" are set out in "The Good Delivery Rules for Gold and Silver Bars" published by the LBMA.

Even though a variety of smaller and exact weight bars are available in the market, the Company will only deal in LBMA Good Delivery gold bars.

### ***Loco London***

Gold traded in the London market is generally on a loco London basis, meaning the gold is physically held in vaults in London or is transferred into accounts established in London. The basis for settlement and delivery of a loco London spot trade is payment (generally in US dollars) two Business Days after the trade date against delivery. Delivery of the gold can either be by physical delivery to an allocated account or through the London Bullion Clearing system to an unallocated account.



### ***Allocated Accounts***

An allocated account is an account held with a dealer in a customer's name evidencing that uniquely identifiable bars of gold have been "allocated" to the customer and are segregated from other metal held in the vault of that dealer. The client has full title to this gold with the dealer holding it as custodian.

### ***Unallocated Accounts***

Most gold traded in the London market is traded and settled in unallocated form. Gold held in this form does not entitle the holder to specific bars of gold but gives the holder a right to require the delivery of certain amounts of gold. Subject to the terms of a client's account agreement, a client may make exchanges between allocated and unallocated gold accounts (provided the client has a sufficient balance).

### ***Trading Unit***

The trading unit for gold is one fine troy ounce ("fine" meaning pure gold irrespective of the purity of a particular bar). The conversion factors between troy ounces and metric used by the LBMA are:

1 troy ounce	=	31.1034768 grams
1 kilogram	=	32.1507465 troy ounces

Even though the London Bullion Market is a wholesale market, where minimum traded amounts are generally 1,000 fine troy ounces of gold, the fact that it is an over-the-counter market gives dealers flexibility to deal in whatever quantities they wish. The Company may be required to deal in quantities of less than 1,000 fine troy ounces because, for example, some redemptions may require the sale of gold in smaller parcels or in a number of fine troy ounces expressed to three places of decimals. For such transactions, the Company may not be able to achieve the same price if dealing in 1,000 ounce lots.

### ***London AM and PM Fix***

The London market provides a unique gold fixing service, whereby twice a day all purchases and sales, whether for larger or smaller amounts, are conducted solely on the basis of a single published fixing price. The fixing commences at 10:30 a.m. London time (the London AM fix) and at 3:00 p.m. London time (the London PM fix). These are fully transparent benchmarks and are widely accepted as the basis for pricing spot transactions as well as a variety of other transactions. There are five dealer members of the gold fixing, one of whom is the present Custodian, and clients place orders for the fixing through the dealing room of the fixing members.

The LBMA publishes on its website (<http://www.lbma.org/>) historic fixing prices enabling users to calculate historic performance and volatility.

### ***Vaulting and Clearing***

Certain members of the London Bullion Market offer clearing services. They may use their own vaults for storage of physical bullion and/or have the use of storage facilities with another person. The present Custodian is one of the LBMA members that offers clearing services. The clearing members of the LBMA use a daily clearing system whereby those members utilise the unallocated gold they maintain between each other for the settlement of all mutual trades and third-party transfers. This system is designed to avoid the security risks and costs involved in the physical movement of bullion.

### ***Documentation***

The LBMA has developed and introduced a number of standard agreements which cover the terms and conditions for operating allocated and unallocated accounts and for dealing in spot gold transactions. In all dealings in gold the Company to the extent possible, will use the standard LBMA documentation, amended as required by the Trustee.



## PART 4

### DESCRIPTION OF THE GOLD BULLION SECURITIES

#### Description of a Gold Bullion Security

A Gold Bullion Security is a secured undated zero coupon note with a face value of US\$0.00001 issued by the Company, which on redemption entitles the Security Holder to payment in gold of an amount equal to the Per Security Entitlement to Gold on the applicable Redemption Date, provided that if such Gold Bullion Security is to be redeemed using the Gold Sale Method, the Company shall redeem such Gold Bullion Security by payment in cash of an amount equal to the value of the Per Security Entitlement to Gold. For this purpose the “value” of the Per Security Entitlement to Gold shall be determined as an amount equal to the gross proceeds of sale actually realised by the Company from selling gold equal to the Per Security Entitlement to Gold on the Redemption Date to the Gold Sale Counterparty in accordance with the terms of the Gold Sale Method. The Secured Gold has characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Gold Bullion Securities.

The Secured Gold is the subject of a fixed charge in favour of the Trustee under the Security Deed to secure the obligations owed by the Company to the Trustee and the Security Holders in respect of the Gold Bullion Securities. By resolutions of the Board passed on 19 March 2004, the Company has created and resolved to issue up to 1,000,000,000 Gold Bullion Securities of US\$0.00001 each constituted by the Trust Instrument.

#### Rights of Holders of Gold Bullion Securities

A Security Holder has the right, at any time (in accordance with the terms for redemption of Gold Bullion Securities), to require the redemption of all or any of its Gold Bullion Securities for gold or cash.

A Security Holder has no right to the payment of any interest in respect of its Gold Bullion Securities. Gold Bullion Securities have no final maturity date.

#### No Recourse Except to the Company

The Gold Bullion Securities are obligations solely of the Company. In particular, the Gold Bullion Securities are not obligations or responsibilities of, or guaranteed by, the Trustee, the Custodian, R&H, or any direct or indirect shareholder of the Company.

#### Gold Deposit

The Company has deposited 430 ounces of gold made available to it by HSBC Bank USA, N.A. (the “**Swing Amount**”) into the Secured Unallocated Account so that it will form part of the Secured Gold. This Swing Amount will be maintained in the Secured Gold Accounts to ensure that there will always be allocated gold in the Secured Gold Accounts in an amount greater than the Combined Entitlement to Gold of all outstanding Gold Bullion Securities (except to the extent that gold has been transferred to the Secured Unallocated Account to effect a redemption) and that there will always be a whole number of London Good Delivery gold bars in the Secured Allocated Account.

#### Creations and Redemptions

##### *Creations*

Gold Bullion Securities may be created at any time during the period of 12 months from the date of this document. There is no minimum number of Gold Bullion Securities that may be applied for.

Gold Bullion Securities shall be treated as being issued at a subscription price per security equal to the value of the Per Security Entitlement to Gold on the date of creation as determined using the London AM Fix on such date. Payment of the subscription price for Gold Bullion Securities shall be satisfied by the Applicant depositing gold in the Subscription Unallocated Account in an amount equal to the Combined Entitlement to Gold of the Gold Bullion Securities applied for and the subsequent transfer of such gold to the Secured Gold Accounts. An Application received by the Company by 3:00 p.m. London time (day “T”) with receipt of the gold in the Subscription Unallocated Account within two Business Days

("T+2") will generally enable investors to be registered as the Security Holder in respect of the relevant Gold Bullion Securities within three Business Days, that is, on a T+3 basis.

Gold Bullion Securities will only be issued after:

- (a) receipt by the Company of a valid Application;
- (b) the deposit into the Subscription Unallocated Account of gold equal to the Combined Entitlement to Gold of the Gold Bullion Securities applied for;
- (c) transfer by the Custodian of the gold deposited by the Applicant as referred to in (b) above to the Gold Accounts; and
- (d) receipt by the Company of the Creation Fee.

Upon the occurrence of (a) to (d) above, the Gold Bullion Securities applied for will be issued to the relevant Applicant, provided that the Company reserves the right to reject any Application. If the Company elects to reject an Application, it must notify the relevant Applicant forthwith and ensure any gold and any money in respect of the Creation Fee received from such Applicant is returned to it as soon as possible.

The number of Gold Bullion Securities to be issued to an Applicant will be equal to:

- (a) the number of fine troy ounces of gold (expressed to three decimal places) deposited by it in the Subscription Unallocated Account; divided by
- (b) the Per Security Entitlement to Gold on the date of issue.

Applicants will be refunded any excess gold deposited with the Custodian in connection with the creation of Gold Bullion Securities, whether arising from an error by the Applicant or from rounding.

#### *Redemptions*

A Security Holder may, at any time, by lodging a Redemption Notice with the Company, require the redemption of all or any of its Gold Bullion Securities in cash or gold, provided that no redemption in gold will be permissible unless the redeeming Security Holder specifies in its Redemption Notice an unallocated account with a bullion dealer in London who is a member of the LBMA to which such gold is to be transferred (see Part 3 (*Gold Market Overview*) for a description of the London Bullion Market). If Gold Bullion Securities are redeemed in cash the relevant Security Holder may elect payment to be in US dollars, Sterling or Euros. If no such election is made in respect of a redemption of Gold Bullion Securities in cash, such Gold Bullion Securities will be redeemed in US dollars.

Redemptions (whether in gold or cash) will be settled three Business Days following the date upon which a valid Redemption Notice is lodged with the Company, that is, on a T+3 basis (or on such later date specified in the Redemption Notice). Redemption Notices lodged after 3:00 p.m. (London time) or on a day which is not a Business Day will be treated as having been received on the next Business Day.

If Gold Bullion Securities are to be redeemed in gold, the Custodian will be instructed to withdraw from the Secured Gold Accounts gold in an amount equal to the Combined Entitlement to Gold of such Gold Bullion Securities on the Redemption Date, and deliver the same to the unallocated gold account of the redeeming Security Holder designated by it, provided that no delivery shall be made unless the redeeming Security Holder has paid the Redemption Fee to the Company. Neither the Trustee nor the Company shall be responsible or liable for any failure by the Custodian to effect a delivery of gold in accordance with the instructions of the Trustee. However, in the event of such failure, the Company shall to the extent practicable assign to the redeeming Security Holder its claims in relation to such gold in satisfaction of all claims of such Security Holder in respect of the Gold Bullion Securities to be redeemed and the Security Holder shall have no further claims against the Company or the Secured Property.

If Gold Bullion Securities are to be redeemed in cash, the Company will sell gold in an amount of the Combined Entitlement to Gold of such Gold Bullion Securities to the Approved Counterparty, in the London AM Fix pursuant to the Gold Sale Counterparty Agreement.

Pursuant to the Gold Sale Counterparty Agreement, the Custodian will be instructed to withdraw from the Secured Gold Accounts such gold and to transfer the same to the Approved Counterparty in settlement of such sale on the Redemption Date.

The Approved Counterparty will be instructed to remit the gross proceeds of sale realised from such sale to the Receipts Account or, as the case may be, any account of the relevant Security Holder notified to the Company in accordance with its Redemption Instructions, provided however, that unless the redeeming Security Holder has paid to the Company the Sale Costs in respect of the sale of gold, an amount equal to such Sale Costs may be set off by the Company against its liability to pay any redemption amounts owing to the redeeming Security Holder.

If the Approved Counterparty fails to settle the trade for the sale of gold for the purpose of redeeming Gold Bullion Securities in cash, the liability of the Company to redeem such Gold Bullion Securities for cash shall be reduced by the amount of the deficiency in the payment received from the Approved Counterparty, provided, however, that the Company shall ensure that the amount paid into the Receipts Account or the account of the relevant Security Holder, as the case may be, in respect of any such redemption by a Security Holder shall not be less than US\$0.01. Neither the Company nor the Trustee shall be liable for any failure by the Approved Counterparty to perform its obligations in respect of any sale of gold pursuant to a Gold Sale Counterparty Agreement. In the event that the Approved Counterparty fails to perform its obligations pursuant to the Gold Sale Counterparty Agreement, the Company (with the consent of the Trustee) may assign its rights under such Gold Sale Counterparty Agreement to the relevant Security Holder.

#### *Approved Counterparty*

The Company may from time to time, with the prior consent of the Trustee, appoint dealers to be Approved Counterparties for the purpose of effecting sales of gold and/or exchanges of currencies on a redemption of Gold Bullion Securities in cash. The Custodian or any other company affiliated with the Custodian may be appointed as an Approved Counterparty. The Company has, pursuant to the Gold Sale Counterparty Agreement, appointed the Custodian to act as Approved Counterparty. Neither the Company nor the Trustee shall be liable to the Security Holders for any loss arising from the appointment (or non-appointment) of any dealer as an Approved Counterparty.

#### *Transaction Costs*

The bid/offer quotes sought and the price obtained from the Approved Counterparty for all sales of gold and exchanges of currencies in redeeming Gold Bullion Securities in cash will generally be on the basis of the transaction costs and dealer fees being absorbed by such counterparty. However, the redeeming Security Holder shall be obliged to pay the Company all Sale Costs (including any transfer and sales taxes associated with sales of gold and exchanges of currencies (if any)) and, unless paid by the redeeming Security Holder, such amounts may be set off by the Company against the redemption moneys payable to the redeeming Security Holder.

#### **Custody of Secured Gold**

All Secured Gold will be held by the Custodian at its London vault premises or (solely for the temporary custody of gold until transported to the Custodian's London vault premises, unless otherwise agreed with the Trustee) in the vaults of any sub-custodian or by a delegate of a sub-custodian. As at the date of this document the sub-custodians directly appointed by the Custodian are Malca-Auit Commodities Ltd, The Bank of England, The Bank of Nova Scotia (ScotiaMocatta), Deutsche Bank AG, JPMorganChase Bank, N.A., UBS AG and Barclays Bank PLC.

#### **Storage and Insurance of Gold Bullion**

The Custodian (or one of its affiliates) may make such insurance arrangements from time to time in connection with its custodial obligations with respect to Secured Gold held in allocated form as it considers appropriate. The Custodian has no obligation to insure such gold against loss, theft or damage and the Company does not intend to insure against such risks. In addition, the Trustee is not responsible for ensuring that adequate insurance arrangements have been made, or for insuring the gold held in the Secured Gold Accounts, and shall not be required to make any enquiry regarding such matters.

The Custodian is entitled to a fee calculated daily as a percentage of the aggregate value of the number of ounces of bullion held in the Secured Allocated Account. Such fee may be varied by agreement of the parties and/or an alternative custodian may be appointed.

Further details of the terms of storage and the extent of the liability of the Custodian for the gold held in the Gold Account can be found under the heading “Custodian Agreements” in Part 6 (*Description of the Documents*).

### **The Custodian**

HSBC Bank USA, National Association is a wholly-owned subsidiary of HSBC Holdings plc which acts through its London branch at 8 Canada Square, London E14 5HQ and provides custody and transfer facilities from time to time pursuant to the Custodian Agreements. The Custodian is a corporation organised under the laws of New York and is subject to supervision by the Office of the Comptroller of Currency, the Federal Reserve Bank of New York and the Federal Deposit Insurance Corporation. In addition to supervision and examination by the US federal authorities, HSBC Bank USA, N.A.’s London office is authorised by the PRA and regulated by the PRA and the FCA. HSBC Bank USA, N.A. is the principal subsidiary of HSBC USA Inc. which had total assets of US\$183.9 billion as at 31 March 2013.

The Custodian is authorised by the PRA and regulated by the PRA and the FCA, but the custodial services provided by the Custodian and any sub-Custodian under the Custodian Agreements are presently not a regulated activity subject to the supervision and rules of the FCA. The Custodian and any of its affiliates may from time to time purchase or sell Gold Bullion Securities for their own account, as agent for their customers and for accounts over which they exercise investment discretion. The Custodian does not warrant the contents of this Prospectus, nor is it involved in the management, administration or net asset value calculation of the Gold Bullion Securities.

## PART 5

### THE PROGRAMME

The Company hereby invites eligible persons, on the terms and subject to the conditions set out in this document, including the Application Form, to subscribe for the Gold Bullion Securities on the following basis:

#### Overview of the Programme

The Gold Bullion Securities have the rights summarised in Part 4 (*Description of the Gold Bullion Securities*) of this document.

The Gold Bullion Securities are being offered for subscription only to Approved Applicants. All other investors may purchase Gold Bullion Securities on the London Stock Exchange and on any other exchange to which they may be admitted to trading from time to time.

The Gold Bullion Securities are available to be issued in registered form or in Uncertificated Form on the CREST System. Persons who apply for Gold Bullion Securities and wish to hold their Gold Bullion Securities in Uncertificated Form should so signify on the Application Form and complete the relevant sections of that form in accordance with the instructions thereon. See "CREST" below.

#### Passporting

The Company has asked the FCA to provide the *Autorité des Marchés Financiers* (France Authority for the Financial Markets), the *Commissione Nazionale per le Società e la Borsa* (CONSOB), the *Bundesanstalt für Finanzdienstleistungsaufsicht* (the German Federal Financial Supervisory Authority), the *Autorité des Services et Marchés Financiers* (the Belgian Financial Services and Markets Authority), the *Autoriteit Financiële Markten* (the Netherlands Authority for the Financial Markets) and the Central Bank of Ireland, with certificates of approval attesting that this prospectus has been drawn up in accordance with the Prospectus Directive. The Company may request the FCA to provide competent authorities in other EEA Member States with such certificates, whether for purposes of making a public offer in such Member States or for admission to trading of all or any Gold Bullion Securities on a regulated market therein or both.

Gold Bullion Securities have been admitted to listing on Euronext Paris since 7 November 2005, the ETFplus market of the Borsa Italiana since 20 April 2007 and the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 25 April 2007.

The Company intends to make an application for the Gold Bullion Securities to be admitted to listing on Euronext Brussels. Public trading of such Gold Bullion Securities on Euronext Brussels can occur only after the application for such admission has been approved, which is expected to occur on or after 2 September 2013. There can be no assurance that such admission will necessarily be approved.

#### Procedure for Application

An Applicant who wishes to apply for Gold Bullion Securities should complete the Application Form in accordance with the instructions thereon and send it to the Company.

For those Applicants who wish to hold their Gold Bullion Securities in Certificated Form, certificates in respect of the Gold Bullion Securities will be dispatched within 10 Business Days of the Gold Bullion Securities being issued. For those Applicants who desire to hold their Gold Bullion Securities in Uncertificated Form, the relevant CREST account will be credited on the day on which the Gold Bullion Securities are issued. The Company considers it preferable that Gold Bullion Securities be held in Uncertificated Form. Notwithstanding any other provision in this document, the Company reserves the right to issue any Gold Bullion Securities in Certificated Form. In normal circumstances this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST), or on the part of the facilities and/or systems operated by the Registrar in connection with CREST. This right may also be exercised if the correct details (such as participant ID and member account details) are not provided as requested on the Application Form. No temporary documents of title will be issued and, pending despatch of security certificates, transfers will be certified against the register.



By completing and delivering an Application Form the Applicant confirms that in making the application:

- (a) it is not relying on any information or representation other than such as may be contained in this document;
- (b) that no person responsible solely or jointly for this document or any part of it shall have any liability for any information or representation not contained in this document; and
- (c) it is an Authorised Person, an Exempt Person or an Overseas Person.

Further details on new issues are set out in Part 4 (*Description of the Gold Bullion Securities*).

### **Subscription for Gold Bullion Securities**

All gold being used to apply for Gold Bullion Securities must be deposited into the Subscription Unallocated Account. To the extent that an Applicant deposits gold into the Subscription Unallocated Account in excess of the amount required for the number of Gold Bullion Securities applied for, such excess gold shall be returned to the relevant Applicant as soon as practicable. Pending the transfer of gold held in such account to the Secured Gold Accounts (or, if the relevant Application is rejected or the relevant Applicant has deposited excess gold, the return of such gold to the Applicant), such gold shall be held on trust for the Applicant.

The Custodian is required to use its commercially reasonable endeavours to complete the transfer of all such gold by not later than 2:00 p.m. (London time) the following Business Day. The Gold Bullion Securities in respect of which the deposit has been made will not be issued until the Custodian has confirmed to the Company that it has completed the transfer to the Secured Gold Accounts.

### **Register**

The Registrar will maintain the Register in Jersey.

### **Settlement**

#### *CREST, Euroclear and ESES*

The Company is a participating issuer in CREST a paperless multi-currency electronic settlement procedure enabling securities (including debt securities) to be evidenced otherwise than by written instrument, and to be transferred electronically with effective delivery versus payment and the Gold Bullion Securities are participating securities. Accordingly, to the extent that the Gold Bullion Securities are issued in Uncertificated Form, settlement of transactions in such Gold Bullion Securities will take place within the CREST system.

ESES is an integrated settlement platform, managed by Euroclear, enabling market participants in the Euronext markets of Belgium, France and the Netherlands to process all fixed-income, equity and other domestic securities transactions with the same platform. With ESES, cross-border transactions between counterparties in Belgium, France and the Netherlands are processed as domestic transactions. As a result, Euroclear is eliminating in the ESES markets the complexities, risks and excess costs of cross-border transactions.

#### *Settlement and Delivery on NYSE Euronext*

NYSE Euronext Paris is the market of reference for all Gold Bullion Securities traded on Euronext markets of Belgium, France and the Netherlands. Thus, pursuant to ESES procedure, all trades of Gold Bullion Securities listed on NYSE Euronext Paris, Euronext Amsterdam or Euronext Brussels will be executed on the single order book held at NYSE Euronext Paris and settled and cleared in the manner as described below.

All Gold Bullion Securities traded on NYSE Euronext Paris, Euronext Amsterdam or Euronext Brussels will be recorded in the Register in the name of Euroclear France and held beneficially for persons who have bought through NYSE Euronext Paris, NYSE Euronext Amsterdam or NYSE Euronext Brussels. For those persons Euroclear will maintain its own record of holders ("**French sub-register**"). All Gold Bullion securities traded on NYSE Euronext Paris, NYSE Euronext Amsterdam or NYSE Euronext Brussels benefit from the ESES procedure and will be settled and cleared through the normal Euroclear systems. Market-makers and other account holders at Euroclear will be permitted to transfer securities



between the Register and the French sub-register and any other sub-registers applicable to other markets which Gold Bullion Securities may be admitted to trading and thereby be able to move securities between the London Stock Exchange, such other markets and NYSE Euronext.

For the purposes of discharging any obligations under the Gold Bullion Securities held through Euroclear France, the Company will treat Euroclear France (or such other Euroclear company) as the single security holder of such Gold Bullion Securities and the holders recorded in the French sub-register must look to Euroclear France to receive any and all entitlements under such Gold Bullion Securities.

*Settlement and Delivery on the ETFplus market of the Borsa Italiana S.p.A.*

All Gold Bullion Securities traded on the Borsa Italiana S.p.A. will be recorded in the Register in the name of Monte Titoli S.p.A. and held beneficially for persons who have bought through the Borsa Italiana S.p.A. For those persons Monte Titoli S.p.A. will maintain its own record of holders ("**Italian sub-register**"). All Gold Bullion Securities traded on the Borsa Italiana S.p.A. are eligible for settlement through the normal Monte Titoli S.p.A. settlement systems on the deposit accounts opened with Monte Titoli S.p.A. Market-makers and other account holders at Monte Titoli S.p.A. will be permitted to transfer securities between the Register and the Italian sub-register and any other sub-registers applicable to other markets to which the Gold Bullion Securities may be admitted to trading and thereby be able to move securities between the London Stock Exchange, such other markets and Monte Titoli S.p.A.

For the purposes of discharging any obligations under the Gold Bullion Securities held through Monte Titoli S.p.A., the Company will treat Monte Titoli S.p.A. as the single security holder of such Gold Bullion Securities and the holders recorded in the Italian sub-register must look to Monte Titoli S.p.A. to receive any and all entitlement under such Gold Bullion Securities.

*Settlement and Delivery on the Frankfurt Stock Exchange*

For the purpose of good delivery of the Gold Bullion Securities on the Frankfurt Stock Exchange, Clearstream Banking Aktiengesellschaft ("**Clearstream**") will issue, for the relevant number of Gold Bullion Securities, a Global Bearer Certificate (the "**Global Bearer Certificate**") in the German language created under German law ("**Collective Safe Custody**"). The Global Bearer Certificate will have the German ISIN Code: DE000A0LP781.

A non-binding English language translation of the conditions of the Global Bearer Certificate is set out in Part 7 (*Global Bearer Certificate*) of this Prospectus and the definitive German language text is annexed hereto in Annexes 1 and 2.

In relation to the Global Bearer Certificate, the relevant number of Gold Bullion Securities will be registered in the name of Vidacos Nominees Limited, London, England (the "**Nominee**") in the Register of Security Holders and credited to a separate safe custody account of Clearstream with Citibank N.A., London, England (the "**German Custodian**"). The safe custody account assigned to the Gold Bullion Securities (the "**Safe Custody Account**") will be designated "Clearstream Banking Aktiengesellschaft (Clearstream) — Special Safe Custody Account for Gold Bullion Securities Global Bearer Certificate".

In accordance with the conditions governing the Global Bearer Certificate:

- each co-owner thereof will be entitled, at his expense, to demand at any time that Clearstream arrange for the registration of the co-owner or a third party designated by him, in the Register of Security Holders of the number of Gold Bullion Securities corresponding to his co-ownership share or any portion thereof in the Global Bearer Certificate; and
- any registered holder of Gold Bullion Securities will be entitled, at his expense, to have his Gold Bullion Securities delivered to the Custodian for crediting to the Safe Custody Account against a corresponding co-ownership share in the Global Bearer Certificate.

Whenever the number of Gold Bullion Securities represented by the Global Bearer Certificate changes (as a result, for example, of deliveries to the Safe Custody Account, withdrawals from the Safe Custody Account or issues or redemptions of Gold Bullion Securities), Clearstream will amend the Global Bearer Certificate accordingly.

Unless otherwise agreed, the Company will treat the Nominee as one single security holder so far as fractional rights and entitlements are concerned.

### *Cash Payments and Exercise of Subscription Rights and Other Rights*

Cash payments are credited to Clearstream's cash account with the German Custodian and paid by Clearstream to the respective co-owners.

Any subscription rights or other rights and any fractional rights relating to the Gold Bullion Securities in the Safe Custody Account will be held by Clearstream at the disposal of HSBC Trinkaus & Burkhardt AG (the "**Bank**") of Königsallee 21/23, 40212 Düsseldorf, Federal Republic of Germany. Upon the request of the Bank, Clearstream will give instructions to the German Custodian for the exercise, purchase or sale of such subscription rights, other rights or fractional rights. In case of any flow of cash amounts resulting out of such transactions, Clearstream will without delay inform the Bank by fax of the net proceeds or the net costs, respectively, and the related value date. The net proceeds or the net costs, respectively, must be credited or debited to the Bank's cash account with Clearstream or as otherwise agreed between Clearstream and the Bank.

### *Redemption and Payment in gold*

For a co-owner to request redemption and payment in gold by the Company he must demand that Clearstream arrange for his registration in the Register of Security Holders of the number of Gold Bullion Securities corresponding to his co-ownership share or any portion thereof in the Global Bearer Certificate. The co-owner who thus becomes a Security Holder may then (like any other Security Holder) demand redemption of the Gold Bullion Securities and payment in cash (according to the "Gold Sale Method" as described in this Prospectus) or in gold (according to the "Gold Delivery Method" as described in this Prospectus). Should the Security Holder demand payment in gold he must provide the Company with a redemption notice specifying an unallocated gold account with an LBMA member clearing bank in London to which the gold shall be transferred and must pay the Redemption Fee. The Company will then instruct the Custodian to transfer the gold to the account designated by the Security Holder.

### *Clearstream Banking AG*

Clearstream is a company that was incorporated on 12 July 1949 in Frankfurt under the laws of the Federal Republic of Germany.

Clearstream is a regulated credit institution under the German Banking Act and licensed as the German Central Securities Depository pursuant to the German Securities Deposit Act, i.e. a professional depository that holds securities for its customers and facilitates the clearance and settlement of securities transactions among them through electronic book-entry transfers between their accounts, thereby eliminating the need for physical movement of the securities. Clearstream also provides other services to its customers, including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream's customers are worldwide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations.

Clearstream conducts its business in the legal form of a German stock corporation (Aktiengesellschaft), registered in the commercial register at the local court in Frankfurt under number HRB 7500, and with registered office at Neue Börsenstraße 1, D60487 Frankfurt am Main, Federal Republic of Germany.

### *Supply and Inspection of Documents in Germany*

For the duration of the Programme or so long as any Gold Bullion Securities remain outstanding, copies of this Prospectus (or any replacement prospectus), the German translation of the summary hereto and all financial information as well as the contracts required to be disclosed by the Company pursuant to the applicable rules will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Bank, and a copy of the documents referred above may be requested by contacting the Bank.

### **The Documents**

The transaction documents, being the primary documents which set out the terms and conditions relating to the Gold Bullion Securities and the holding of Secured Gold, comprise:

- (a) the Trust Instrument;
- (b) the Security Deed;

- (c) the Custodian Agreements;
- (d) the Service Agreement;
- (e) the Gold Sale Counterparty Agreement;
- (f) the Receipts Account Agreement; and
- (g) the Registrar Agreement.

See Part 6 (*Description of the Documents*) for a summary of such transaction documents and of the Administration Agreement.

## **UCITS and CIS**

### ***United Kingdom***

The Company has received legal advice that UCITS Schemes will be able to invest in Gold Bullion Securities and that the Gold Bullion Securities constitute transferable securities and are not an investment in gold. The Company has also received advice that the Gold Bullion Securities do not constitute an interest in a collective investment scheme.

On a redemption UCITS Schemes will need to take into account the restriction on such schemes holding gold. Accordingly, UCITS Schemes will need to opt for the Gold Sale Method as opposed to the Gold Delivery Method.

### ***Grand Duchy of Luxembourg***

The Luxembourg regulatory authority has indicated that it considers that investments in the Gold Bullion Securities to constitute eligible investments for a UCITS under the terms of article 41(1)(a) of the law dated 20 December, 2002 relating to undertakings for collective investment, which provides that such a UCITS may invest in transferable securities and money market instruments listed on or dealt in a regulated market.

The Luxembourg regulatory authority noted that the Gold Bullion Securities are transferable securities listed on the stock exchanges of London and Paris and do not give rise to any physical delivery of gold.

## **Money Laundering Regulations**

The verification of identity requirements of Jersey's anti-money laundering laws and regulations and/or any subsequent equivalent legislation will apply to the Programme and verification of the identity of the Applicant(s) for Gold Bullion Securities may be required. The anti-money laundering laws and regulations of other jurisdictions may also apply to the Programme and verification of the identity of the Applicant(s).

By lodging an Application Form, each Applicant confirms that it is subject to the Money Laundering (Jersey) Order 2008 (as amended from time to time) (in relation to Jersey), the Money Laundering Regulations 2007 (in relation to the UK) and/or any other applicable anti-money laundering laws and regulations and/or undertakes to provide such other evidence of identity as is required by the Company or the Custodian at the time of lodging the Application Form or deposit of Gold into the Subscription Unallocated Account or, at the absolute discretion of the Company, at such specified time thereafter as may be requested to ensure compliance with the Money Laundering (Jersey) Order 2008, the Money Laundering Regulations 2007 and/or any other applicable legislation.

R&H is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any Applicant and whether such requirements have been satisfied. Neither the Company nor R&H shall be responsible or liable to any person for any loss or damage suffered as a result of the exercise of their discretion hereunder.

No Application will be accepted by the Company unless evidence of such Applicant's identity satisfactory to the Company and its agents is provided. If an Applicant fails to satisfy this requirement, any gold transferred in respect of the Application will be returned.

**Trading on the London Stock Exchange**

Application has been made to the UK Listing Authority for all Gold Bullion Securities issued within 12 months of the date of this document to be admitted to the Official List and to the London Stock Exchange, which operates a Regulated Market, for all such Gold Bullion Securities to be admitted to trading on the Main Market of the London Stock Exchange, which is part of its Regulated Market for listed securities (being securities admitted to the Official List).

## PART 6

### DESCRIPTION OF THE DOCUMENTS

The following is a summary of the Trust Instrument, the Custodian Agreements, the Service Agreement, the Security Deed, the Gold Sale Counterparty Agreement, the Receipts Account Agreement, the Administration Agreement and the Registrar Agreement. Each of these documents is available for inspection by Security Holders and potential investors at the registered office of the Company, Ordnance House, 31 Pier Road, St. Helier, Jersey, Channel Islands, during normal business hours on any weekday (Saturdays and public holidays excepted).

The summaries below are drafted in legal language, however, details on how each of the documents impacts on Security Holders is contained throughout this Prospectus including in Part 1 and Part 4.

#### **Trust Instrument**

The Gold Bullion Securities are constituted by the Trust Instrument, which is governed by Jersey law, and secured by the Security Deed, which is governed by English law. Under the terms of the Trust Instrument the Trustee may (subject to certain conditions) delegate all or any of its trusts, rights, powers, authorities, duties and discretions in respect of the Gold Bullion Securities upon such terms and subject to such conditions and regulations as the Trustee may in the interests of the Security Holders think fit.

The Trustee, The Law Debenture Trust Corporation p.l.c., is a public limited company registered in England with number 1675231 whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX and which was incorporated on 2 November 1982.

#### **1. Transfer**

- (a) Transfer: The Gold Bullion Securities are in registered form and transferable in integral multiples of US\$0.00001.
- (b) Uncertificated Gold Bullion Securities: The Trust Instrument contains provisions enabling the Gold Bullion Securities to be held and transferred in uncertificated form by means of a paperless system in accordance with the Jersey Companies (Uncertificated Securities) (Jersey) Order 1999 (the “**Regulations**”). The Trustee may, without the consent of Security Holders, concur with the Company in making modifications to the provisions of the Trust Instrument in order to reflect changes in the Regulations or in the applicable law and practice relating to the holding or transfer of Gold Bullion Securities in uncertificated form.

#### **2. Registration**

The Company shall cause to be kept at its registered office or at such other place outside the United Kingdom as the Trustee may agree the Register showing the principal amount of the Gold Bullion Securities and the date of issue and any subsequent transfers and changes of ownership and the names and addresses of the Security Holders and the persons deriving title under them.

#### **3. Status and security**

- (a) Status: The Gold Bullion Securities constitute direct and unconditional obligations of the Company secured as set out in (b) below and rank *pari passu* among themselves.
- (b) Security: The obligations of the Company under the Gold Bullion Securities and the Trust Instrument are secured by or pursuant to the Security Deed in favour of the Trustee for the Security Holders by a first ranking security interest over all the Company's rights in relation to the Secured Property.

#### **4. Enforcement**

- (a) The Trustee may, at any time after the occurrence of a Defaulted Obligation, at its discretion, and shall, if so directed in writing by the Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Company to enforce any such obligation of the Company under the Trust Instrument and the Security constituted by

the Security Deed in respect of the Gold Bullion Securities to which such Defaulted Obligation relates.

- (b) The Trustee may at any time, if an Insolvency Event has occurred and is continuing, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. of the aggregate face value of the Gold Bullion Securities then outstanding or an Extraordinary Resolution, the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Company to enforce any obligations of the Company under the Trust Instrument and under the Security constituted by the Security Deed in respect of all Gold Bullion Securities.

#### **5. *Waiver, Authorisation and Determination***

The Trustee may, without prejudice to its rights in respect of any subsequent breach, but only if and in so far as, in the opinion of the Trustee, the interests of the Security Holders will not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Company of any of the covenants or provisions of the Trust Instrument or the Security Deed, or determine that any Defaulted Obligation or Insolvency Event under the Trust Instrument shall not be treated as such, provided however that the Trustee shall not exercise such powers (a) with respect to a Defaulted Obligation, in contravention of any express direction given by the Security Holder to whom a Defaulted Obligation is owed, or (b) with respect to an Insolvency Event or any other breach or proposed breach by the Company of any of the covenants or provisions of the Trust Instrument, in contravention of any express direction given by an Extraordinary Resolution, but so that no such direction shall affect any waiver, authorisation or determination previously given or made.

#### **6. *Removal, Retirement and Replacement of Trustee***

- (a) The Trustee may retire at any time without assigning any reason upon giving not less than 3 months' prior written notice to the Company. The Security Holders may by Extraordinary Resolution remove any trustee or trustees for the time being of the Trust Instrument.
- (b) The Company will use its reasonable endeavours to appoint a new Trustee as soon as reasonably practicable after the Trustee retires or is removed.

#### **7. *Governing Law and Jurisdiction***

The Gold Bullion Securities and the Trust Instrument are governed by the laws of Jersey. The Security Deed is governed by the laws of England. Notwithstanding the submission to the jurisdiction of the English courts contained in the Security Deed, nothing prevents the Trustee from commencing proceedings in any other competent jurisdiction.

#### **8. *Trustee's Liability***

Save in the case of fraud, wilful misconduct or negligence, the Trustee shall have no liability under the Trust Instrument for a breach of trust and save in such circumstances, no Trustee in execution of the trusts and powers under the Trust Instrument, shall be liable for any loss arising by reason of any mistake or omission by him or by reason of any other matter or thing including fraud, negligence or default of another director, officer or employee or Trustee.

#### **9. *Amendments to Documents***

- (a) Pursuant to the Trust Instrument, subject to the provisions summarised in this Section 9 (*Amendments to Documents*) the Company covenants that it shall not (and shall procure that neither Holdings nor the Custodian shall) amend, vary, modify or supplement any of the Documents without consent of the Trustee.
- (b) The Company may by supplemental agreement or supplemental deed to the Trust Instrument (or any other Document, as applicable), amend any Document if one or more of the following applies:



- (i) in the opinion of the Company and the Trustee the amendment is necessary or desirable and is not materially prejudicial to the rights of Security Holders;
  - (ii) the terms of the amendment are authorised by an Extraordinary Resolution of Security Holders passed in accordance with the Trust Instrument or a resolution in writing of holders of not less than 75 per cent. of the aggregate face value of the Gold Bullion Securities outstanding;
  - (iii) the terms of the amendment are necessary or desirable in the opinion of the Company and the Trustee to comply with any statutory or other requirement of law (including as modified or applied in any respect to the Gold Bullion Securities) or any Listing Rules or to rectify any inconsistency, technical defect, manifest error or ambiguity in the terms of such Document; and
  - (iv) in the opinion of the Trustee, the amendment is of a formal, minor or technical nature or to correct a manifest or proven error.
- (c) The Company shall notify all Security Holders of a proposed amendment as referred to in Section 9(b)(i) by publishing a notice on the RNS at least 30 days prior to such amendment becoming effective.
  - (d) The Company shall notify all Security Holders of a proposed amendment as referred to in Section 9(b)(ii) and (iii) by publishing a notice on the RNS as soon as practicable after such amendment is proposed and in any event, upon such amendment becoming effective.
  - (e) Notwithstanding any provision of the Trust Instrument to the contrary as referred to in this Section 9 (*Amendments to Documents*) or in any other Document, the power to assent to any modification or amendment to the provision of any Document which modifies the power to amend such Document shall require a unanimous resolution in writing of holders of the Gold Bullion Securities then outstanding.

#### **10. Application of Money and Gold**

All moneys and gold received by the Trustee pursuant to the Trust Instrument will be held by the Trustee upon trust to apply them (subject to such moneys and/or gold having been invested by the Trustee in accordance with Clause 12 of the Trust Instrument):

FIRST in payment or satisfaction of all amounts then due and unpaid under Clause 16 (Remuneration and Indemnification of Trustee) and/or Clause 17(J) (indemnity in favour of the Trustee) of the Trust Instrument to the Trustee and/or any attorney, manager, agent, delegate or other person appointed by the Trustee under the Trust Instrument, and to the payment of any remuneration and expenses of any Receiver (as defined in the Trust Instrument) and the costs of realisation of the Security;

SECONDLY in or towards payment or performance *pari passu* and rateably of all amounts then and unpaid and all obligations due to be performed and unperformed in respect of the Gold Bullion Securities; and

THIRDLY in payment of the balance (if any) to the Company (without prejudice to, or liability in respect of, any question as to how such payment to the Company shall be dealt with as between the Company and any other person).

#### **11. Conditions of Gold Bullion Securities**

The Company and the Trustee have entered into a Supplemental Trust Instrument dated • • 2013 pursuant to which (*inter alia*) new Conditions are to be substituted for the existing Conditions, and certain other provisions of the Trust Instrument will be amended accordingly, with effect from the Effective Date.

Until the Effective Date, the Gold Bullion Securities will, in addition to the provisions of the Trust Instrument, be subject to the terms and conditions set out in Part 6 (*Description of the Documents*) of the base prospectus of the Company dated 28 August 2012 incorporated by reference herein.

The following are the main changes that will be made pursuant to the Supplemental Trust Instrument with effect from the Effective Date:

- Condition 2.1 is being amended to require Redemption Notices to be lodged with the Company;
- new Condition 2.1(g) is being added to allow the Company to designate the Approved Counterparty to which gold may be sold under the Gold Sale Method, where there is more than one Approved Counterparty; and
- Condition 2.5 is being amended to provide that when the Gold Sale Method is used, the Relevant Approved Counterparty is required to purchase the relevant gold in the London AM fix.

With effect from the Effective Date, the Gold Bullion Securities will, in addition to the provisions of the Trust Instrument, be subject to the following terms and conditions:

A. NO INTEREST OR FINAL MATURITY DATE

The Gold Bullion Securities do not bear interest and have no final maturity date.

B. REDEMPTION OF THE GOLD BULLION SECURITIES

**B.1 Redemption**

- (a) Each Gold Bullion Security shall carry a right on redemption to payment in gold of an amount equal to the Per Security Entitlement to Gold on the applicable Redemption Date, provided that if such Gold Bullion Security is to be redeemed using the Gold Sale Method, the Company shall redeem such Gold Bullion Security by payment in cash of an amount equal to the value of the Per Security Entitlement to Gold. For this purpose the “value” of the Per Security Entitlement to Gold shall be determined as an amount equal to the gross proceeds of sale actually realised by the Company from selling gold equal to the Per Security Entitlement to Gold on the Redemption Date in accordance with the terms of the Gold Sale Method.
- (b) A Security Holder may at any time redeem all or part of its holding of Securities by lodging with the Company a Redemption Notice in the form prescribed by the Company and in accordance with Condition 2.1 (*Redemption*) (as summarised in this Section B.1 (*Redemption*)).
- (c) A Redemption Notice:
  - (i) must contain an election by the relevant Security Holder as to:
    - (A) the number of Gold Bullion Securities the Security Holder wishes to redeem; and
    - (B) the Redemption Method applicable to those Gold Bullion Securities;
  - (ii) must specify an intended Redemption Date in respect of the Gold Bullion Securities specified in the Redemption Notice, being no earlier than the third Business Day after the date of delivery of the Redemption Notice;
  - (iii) must be lodged by the relevant Security Holder with the Company before 3:00 p.m. (London time) on the date which is at least 3 Business Days before the intended Redemption Date;
  - (iv) if the relevant Security Holder elects the Gold Delivery Method, must specify the unallocated gold account of such Security Holder with an LBMA member clearing bank in London to which gold shall be transferred;
  - (v) if the relevant Security Holder elects the Gold Sale Method, must specify an account of such Security Holder to which payment of the gross proceeds of sale from the sale of gold (less any Sale Costs which may be set-off in accordance with Condition 2.2(c) (as summarised in Section B.2(c) below)) shall be made;

- (vi) must be accompanied by the Redemption Fee referred to in Condition 2.2 (*Redemption Fee and Sale Costs*) (as summarised in Section B.2 (*Redemption Fee and Sale Costs*) below); and
- (vii) is irrevocable once it has been given to the Company.
- (d) Redemption Notices lodged with the Company after 3:00 p.m. (London time) on a Business Day or lodged with the Company on a day which is not a Business Day will be deemed to be lodged on the following Business Day.
- (e) Upon receipt by the Company of a valid Redemption Notice from a Security Holder in relation to any Gold Bullion Securities, the Company shall do all things necessary to give effect to the Redemption Instructions as required by Condition 2 (*Redemption of the Securities*) (as summarised in this Section B (*Redemption of the Gold Bullion Securities*) above).
- (f) Until the time, if ever, of receipt by the Company of a valid Redemption Notice specifying the Gold Sale Method, the Redemption Method applicable to all Gold Bullion Securities shall be the Gold Delivery Method.
- (g) If there is more than one Approved Counterparty then for purposes of any exercise of the Gold Sale Method in respect of any Gold Bullion Securities, the Company may designate the Approved Counterparty to which gold shall be sold and shall notify the Trustee of such designation by way of a Company Redemption Notification (as defined in and given in accordance with the Security Deed).

## **B.2 Redemption Fee and Sale Costs**

- (a) It is a condition to the performance by the Company of the Redemption Obligations in respect of the redemption of any Gold Bullion Securities, that the holder of such Gold Bullion Securities pays to the Company the Redemption Fee in respect of such redemption in accordance with Condition 2.8 (*Redemption Fee*) as summarised in Section B.8 (*Redemption Fee*) below.
- (b) It is a condition to the performance by the Company of the Gold Sales Method in respect of the redemption of any Gold Bullion Securities, that the holder of such Gold Bullion Securities pays to the Company the Sale Costs in respect of such redemption.
- (c) The Company may set off any amount payable to the Company in accordance with Condition 2.2(b) (as summarised in Section B.2(b) above) by the holder of Gold Bullion Securities in respect of Sale Costs against the amount payable in accordance with Condition 2.1(a) (as summarised in Section B.1(a) above) by the Company to such holder.

## **B.3 Application of the Gold Delivery Method or Gold Sale Method**

- (a) The Gold Delivery Method in respect of the redemption of any Gold Bullion Securities will apply unless the holder of such Gold Bullion Securities has elected for the Gold Sale Method to apply by returning a completed valid Redemption Notice which specifies the Gold Sale Method.
- (b) The Gold Sale Method will apply if:
  - (i) the Gold Delivery Method applies but through no fault of the Company any gold to which the holder of such Gold Bullion Security is entitled on redemption is not successfully delivered and is not claimed by such holder within 30 days of attempted delivery being made; or
  - (ii) the holder of such Gold Bullion Security has elected the Gold Sale Method on its Redemption Notice.

#### **B.4 Gold Delivery Method**

- (a) If the Gold Delivery Method in respect of the redemption of any Gold Bullion Securities applies the Company will request that the Trustee instruct the Custodian to transfer gold in an amount equal to the Combined Entitlement to Gold of such Gold Bullion Securities on the Redemption Date from the Secured Gold Accounts to an unallocated gold account of the relevant Security Holder with a LBMA clearing bank member in London as designated by such Security Holder, to be delivered to such account on the Redemption Date and otherwise in accordance with the Redemption Instructions, provided that the Redemption Fee has been paid to the Company.
- (b) From the relevant Redemption Date, all title to and risks in such gold passes to the holder of such Gold Bullion Securities. Neither the Trustee nor the Company shall be responsible or liable for any failure by the Custodian to effect a delivery of gold in accordance with the instructions of the Trustee. However, in the event of such failure, the Company shall to the extent practicable assign to the redeeming Security Holder its claims in relation to such gold in satisfaction of all claims of such Security Holder in respect of the Gold Bullion Securities to be redeemed and the Security Holder shall have no further claims against the Company or the Secured Property.
- (c) The Redemption Obligations will be satisfied by transferring such gold in accordance with the Redemption Instructions of the holder of such Gold Bullion Securities.

#### **B.5 Gold Sale Method**

- (a) If the Gold Sale Method is applicable to any redemption of Gold Bullion Securities and in order to determine the value of the Combined Entitlement to Gold of any such Gold Bullion Securities being redeemed:
  - (i) (A) the Trustee will (on behalf of the Company) give to an Approved Counterparty notice to sell gold to the Relevant Approved Counterparty in an amount equal to the Combined Entitlement to Gold of such Gold Bullion Securities in the London AM Fix pursuant to a Gold Sale Counterparty Agreement, such sale to be concluded by 12:00 midday (London time) one Business Day prior to the Redemption Date; and
  - (B) the Company will request that the Trustee instruct the Custodian to withdraw from the Secured Gold Accounts such gold and to transfer the same to the Approved Counterparty in settlement of such sale on the Redemption Date.
  - (ii) The Relevant Approved Counterparty will be instructed to remit the gross proceeds of sale realised from such sale (less any Sale Costs which may be set off in accordance with Condition 2.2(c) (as summarised in Section B.2(c) below)) to the Receipts Account or, as the case may be, any account of the relevant Security Holder notified to the Company, in accordance with its Redemption Instructions.
- (b) If the Gold Sale Method applies:
  - (i) the Company will request the Trustee to instruct the Custodian to deliver such gold from the Secured Gold Accounts to the Gold Sale Counterparty Account against payment of the gross proceeds of sale realised from such sale (less any Sale Costs which may be set-off in accordance with Condition 2.2(c)) to the Receipts Account or to the account of the relevant Security Holder specified in the Redemption Notice;
  - (ii) in the event that the Relevant Approved Counterparty fails to settle the trade for the sale of such gold according to the terms of the transaction under the Gold Sale Counterparty Agreement the liability of the Company to redeem such Gold Bullion Securities for cash shall be reduced by the amount of the deficiency in the payment received from the Relevant Approved Counterparty provided however, that the Company will ensure that the amount paid into the account of the relevant Security Holder, as the case may be, shall be not less than US\$0.01; provided further that in such circumstances, the Company (with the consent of the Trustee) may assign its

rights under such transaction to the relevant Security Holder, at which time the Gold Bullion Securities being redeemed shall be cancelled;

- (iii) the holder of such Gold Bullion Securities acknowledges and agrees that:
  - (A) such gold will be sold on a best efforts basis to a Relevant Approved Counterparty;
  - (B) the holder of such Gold Bullion Securities agrees to accept the price actually obtained for the sale of gold in relation to such Gold Bullion Securities, to the extent paid by the Relevant Approved Counterparty;
  - (C) the Company makes no representations or warranties as to the price at which gold will be sold or the amount of the gross proceeds of sale realised from such sale; and
  - (D) neither the Company nor the Trustee shall be liable for any failure by a Relevant Approved Counterparty to perform its obligations in respect of any sale of gold pursuant to any transaction under a Gold Sale Counterparty Agreement.

#### **B.6 Compulsory Redemption by the Company**

- (a) The Company may in its absolute discretion decide to redeem all (but not some only) of the Gold Bullion Securities in accordance with Condition 2.6 (*Compulsory Redemption by the Company*) (as summarised in this Section B.6) and will be entitled to determine the Redemption Date for that purpose which shall be a date not less than 30 days following the Company giving notice of its intention to require such redemption to each Security Holder. The Company may determine in its discretion whether Gold Bullion Securities so redeemed shall be redeemed in gold or in cash (or both), and hence whether the Gold Delivery Method or the Gold Sale Method (or both) shall apply.
- (b) A notice of redemption given pursuant to Condition 2.6(a) (*Compulsory Redemption by the Company*) (as summarised in Section B.6(a) above) shall specify the manner in which delivery and/or payment instructions may be given by such Security Holder.

#### **B.7 Compulsory Redemption by the Trustee**

- (a) If an Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. of the aggregate face value of the Gold Bullion Securities then outstanding or an Extraordinary Resolution, the Trustee having first been indemnified to its satisfaction, give notice to the Company that the Gold Bullion Securities are required to be redeemed on the date falling 20 Business Days from the giving of such notice, whereupon the Company shall be obliged to redeem the Gold Bullion Securities on such date in gold or cash (or both) in accordance with the Gold Delivery Method or the Gold Sale Method (or both).
- (b) The Company may, by notice to the Security Holders prior to the Redemption Date, specify whether the Gold Bullion Securities redeemed pursuant to Condition 2.7 (*Compulsory Redemption by the Trustee*) (as summarised in Section B.7 (*Compulsory Redemption by the Trustee*)) shall be redeemed in gold or cash or both, and whether the Gold Delivery Method or the Gold Sale Method (or both) shall apply together with the manner in which delivery and/or payment instructions may be given by Security Holders. If the Company fails to give such notice, it shall be obliged to redeem all Gold Bullion Securities in cash and shall pay such redemption moneys to the Security Holders as they direct in writing.

#### **B.8 Redemption Fee**

- (a) On a redemption of Gold Bullion Securities at the request of the Security Holder, a redemption fee shall be payable by such Security Holder to the Company of US\$750 (including VAT), regardless of the number of Gold Bullion Securities being redeemed. No such fee is payable in the case of a compulsory redemption of Gold Bullion Securities by the Company or the Trustee.



- (b) The Company shall be entitled to vary the amount of the Redemption Fee from time to time by giving not less than 3 months notice of such variation. Such notice shall be given by publication through the RNS.

#### **B.9 Notices**

- (a) All notices required or permitted to be given to a Security Holder under the Trust Instrument or pursuant to any other Document shall be made by publication through the RNS.
- (b) All notices required or permitted to be given by Security Holders to the Company under the Trust Instrument or pursuant to any other Document must be in writing. Such notices may be sent to the Secretary of the Company by electronic mail to [etfsjersey@fundadministrators.com](mailto:etfsjersey@fundadministrators.com) or facsimile to +44 1534 825 230 and shall be treated as being duly given upon being actually received by the Company.

#### **Custodian Agreements**

The Custodian has been appointed to hold the Secured Gold pursuant to the terms of the Custodian Agreements, by which the Secured Gold Accounts have been established. Further information about the Custodian and the storage and insurance of the Secured Gold is set out under the headings "Custody of Secured Gold", "Storage and Insurance of Gold Bullion" and "The Custodian" in Part 4 (*Description of the Gold Bullion Securities*).

The Custodian and any of its affiliates may from time to time purchase or sell Gold Bullion Securities for their own account, as agent for their customers and for accounts over which they exercise investment discretion.

The Custodian Agreements contain provisions limiting the liability of the Custodian and indemnities in favour of the Custodian which are restricted to exclude matters arising by reason of loss or damage arising as a direct result of fraud, negligence or wilful default by the Custodian in the performance of its duties. Subject as provided below, the Custodian may make use of Sub-Custodians and depositories in the exercise of its functions.

The Custodian does not warrant the contents of this Prospectus, nor is it involved in the management, administration or net asset value calculation of the Gold Bullion Securities.

The following is a summary of the Custodian Agreements.

##### **1. Secured Gold Accounts**

- (a) The Custodian will open and maintain the Secured Gold Accounts in the name of the Trustee. The Secured Gold Accounts shall evidence and record the gold held by the Custodian as well as the withdrawals from and deposits to that account. Each Secured Gold Account will be denominated in fine troy ounces of gold.
- (b) The Custodian will provide reports by fax or by e-mail (at the option of the party receiving such reports) to the Company and the Trustee by the close of each Business Day (only if there have been any changes) identifying movements on Secured Gold Accounts and such additional reports as may be agreed from time to time. The Custodian retains the right to reverse recording errors with retrospective effect.
- (c) The Custodian acknowledges that, pursuant to the Security Deed, the Company has assigned by way of first legal mortgage to the Trustee for the benefit of itself and the Security Holders all its rights, title and interest, present and future, in and to all gold credited to the Secured Gold Accounts and all the rights of the Company in respect of the Secured Gold Accounts, including the rights of the Company in the Secured Allocated Account Agreement and the Secured Unallocated Account Agreement, such assignment to take effect by way of first fixed security.



## **2. Deposits**

Notice of an intended deposit into a Secured Gold Account must be given by the Company to the Custodian (with a copy to the Trustee) no later than 3:00 p.m. (London time) one Business Day prior to the date when such gold is to be deposited into such Secured Gold Account.

The Custodian is required to use commercially reasonable endeavours to complete the transfer of gold from the Secured Unallocated Account to the Secured Allocated Account on the day of receipt in the Secured Allocated Account.

## **3. Withdrawals**

The Custodian may amend the procedure for withdrawing gold from the Secured Gold Accounts or impose additional procedures as it considers appropriate.

Once a withdrawal of gold from the Secured Allocated Account is requested, such gold must be de-allocated for purposes of crediting it to an unallocated gold account.

## **4. Instructions**

- (a) The Company, the Trustees and the Custodian have agreed that only the Trustee shall have the right to give instructions to the Custodian for withdrawal of gold from the Secured Allocated Account or the Secured Unallocated Account, whether by way of de-allocation or by way of collection or delivery, credit or debit.
- (b) If, in the Custodian's opinion, any instructions are unclear or ambiguous, the Custodian shall use reasonable endeavours (taking into account any relevant time constraints) to obtain clarification of those instructions from the Trustee (but not from the Company) and, failing that, the Custodian may in its absolute discretion and without any liability on its part, act upon what the Custodian believes in good faith such instructions to be or refuse to take any action or execute such instructions until any ambiguity or conflict has been resolved to the Custodian's satisfaction.

## **5. Custody Services**

The Custodian is appointed as the custodian of the gold credited to the Secured Gold Accounts in accordance with the Custodian Agreements. The Custodian will segregate gold credited to the Secured Allocated Account from any other gold which it owns or holds for others by entering appropriate entries in its books and records, and will require any sub-custodians it appoints to so segregate such gold. The Custodian will identify in its books the Trustee as the legal mortgagee of the gold credited to the Secured Gold Accounts. Unless otherwise agreed between the Trustee and the Custodian Secured Gold will be held at the Custodian's London vault premises or, when gold has been allocated in a vault other than the Custodian's London vault premises, by or for any sub-custodian permitted as described in paragraph 6 below. The Custodian agrees to use commercially reasonable efforts promptly to transport any gold held for the Company by or for a sub-custodian to the Custodian's London vault premises at its own cost and risk.

## **6. Sub-Custodians**

The Custodian may appoint sub-custodians solely for the temporary custody and safekeeping of gold until transported to the Custodian's London vault premises, unless otherwise agreed between the Trustee and the Custodian. The Secured Allocated Account Agreement requires the Custodian to use reasonable care in the selection of those sub-custodians and provided that it shall not be liable for any act or omission, or for the solvency, of any sub-custodian it appoints unless the appointment of that sub-custodian was made by it negligently or in bad faith. The only sub-custodians which the Custodian has currently appointed to perform such duties will be those custodians which are members of the LBMA, namely, in addition to the Custodian, Malca-Amit Commodities Ltd, The Bank of England, The Bank of Nova Scotia (ScotiaMocatta), Deutsche Bank AG, JPMorganChase Bank, N.A., UBS AG and Barclays Bank PLC.

## **7. Fees and Expenses**

The Company is required to pay such fees as are agreed with the Custodian, calculated daily as a percentage of the aggregate value of the number of ounces of gold held in the Secured Allocated Account. In addition, the Company is required to pay on demand all costs, charges and expenses (including any relevant taxes, duties and legal fees but excluding fees for storage and insurance of gold and any fees and expenses of sub-custodians, which are covered by the fee above) incurred by the Custodian in connection with the performance of its duties and obligations under the Secured Allocated Account Agreement and the Secured Unallocated Account Agreement or otherwise in connection with the gold credited to the Secured Gold Accounts. The Custodian may also make certain deductions from payments to be made to the Company, where required by the Foreign Account Tax Compliance Act (FATCA).

## **8. Value Added Tax**

All sums payable under the Custodian Agreements by the Company to the Custodian shall be deemed to be inclusive of VAT.

## **9. Scope of Responsibility**

- (a) *General:* The Custodian will use reasonable care in the performance of its duties under the Custodian Agreements and will only be responsible for any loss or damage suffered as a direct result of any negligence, fraud or wilful default by it in the performance of its duties, and in which case its liability will not exceed the market value of Secured Gold lost or damaged at the time that such negligence, fraud or wilful default is discovered by the Custodian.

The Custodian is under no duty or obligation to make or take, or require any sub-custodian it appoints to make or take, any special arrangements or precautions beyond those required by any applicable rules of the LBMA, the Bank of England or any other applicable regulatory authority.

- (b) *Insurance:* The Custodian will maintain such insurance in connection with its custodial obligations under the Custodian Agreements as it considers appropriate, and it shall be responsible for all costs, fees and expenses in relation thereto.
- (c) *Force majeure:* The Custodian shall not be liable for any delay in performance, or for the non-performance of any of its obligations under the Custodian Agreements by reason of any cause beyond the Custodian's reasonable control. This includes any act of God or war or terrorism or any breakdown, malfunction or failure of transmission, communication or computer facilities, industrial action, acts and regulations of any governmental or supra national bodies or authorities or regulatory or self-regulatory organisation, for any reason, to perform its obligations.
- (d) *Indemnity:* The Company has indemnified the Custodian against all costs and expenses, damages, liabilities and losses which it may suffer or incur, directly or indirectly in connection with the Custodian Agreements except to the extent that such sums are due directly to the Custodian's negligence, wilful default or fraud.

## **10. Termination**

The Trustee and the Custodian may each terminate any Custodian Agreement by giving not less than 90 days' written notice to the other, save that the Custody Agreements may only be terminated in limited circumstances up to and including 30 September 2015.

If arrangements have not been made for the redelivery of the gold held in the Secured Gold Accounts within six months of the termination date specified in the termination notice, the Custodian will be entitled to sell such gold and account to the Trustee, in the case of the Secured Accounts, or the Company, in the case of the Subscription Unallocated Account, for the proceeds after deducting any amounts due to the Custodian under the Custodian Agreements. Termination shall not affect rights and obligations then outstanding under the Custodian Agreements which shall continue to be governed by the Custodian Agreements until all obligations have been fully performed.

## **11. Governing Law and Jurisdiction**

Each Custodian Agreement is governed by, and will be construed in accordance with, English law and the Company agrees that the English courts are to have jurisdiction to settle any disputes or claims which may arise out of or in connection with any Custodian Agreement.

### **Service Agreement**

The Service Agreement between the Company and ManJer sets out terms on which ManJer undertakes to provide services to the Company in connection with the Gold Bullion Securities. The following is a summary of that document:

#### **1. Services**

In consideration for payment by the Company to ManJer of the Service Fee, ManJer undertakes to be responsible for:

- (a) supplying all management and administration services for the Company; and
- (b) paying all the management and administration costs of the Company.

ManJer may delegate to other entities certain of its duties and functions under the Service Agreement.

#### **2. Termination**

The Service Agreement may be terminated by ManJer or the Company on three months' written notice.

#### **3. Service Fee**

- (a) In consideration for the services to be provided by ManJer, the Company shall pay to ManJer a monthly service fee equal to the Gold Sales Charge plus any Creation Fees and Redemption Fees received by the Company less the Company's own expenses in administering the Programme.
- (b) The Service Fee will be paid by the Company to ManJer at the end of each month during the term of the Service Agreement, provided that the Trustee agrees to transfer gold in an amount of the Gold Sales Charge for such month to the Company in accordance with the provisions of the Security Deed.

### **Security Deed**

#### **1. Assignment and Charge**

- (a) *Assignment:* The Company with full title guarantee and as continuing security for the payment or discharge of all sums owing by or obligations of the Company to the Trustee or the Security Holders from time to time under the Gold Bullion Securities, the Trust Instrument or the Security Deed (the "**Secured Liabilities**"), assigns by way of first legal mortgage to the Trustee for the benefit of itself and the Security Holders all the Company's rights, title and interest, present and future, in and to the Secured Property, such assignment to take effect by way of first fixed security.
- (b) *Negative Covenant:* The Company shall (save as expressly provided in the Security Deed) not pledge, charge or otherwise deal with the Secured Property or any right or benefit either present or future arising under or in respect of the Security Property or any part thereof or any interest therein or purport to do so.
- (c) *No Exercise of Rights:* No payment or transfer out of either of the Secured Gold Accounts may be made without the express consent of the Trustee, which shall be given at the Trustee's discretion. Such consent of the Trustee may be given in the form of a direction to the Custodian in accordance with the provisions of the Secured Allocated Account Agreement or the Secured Unallocated Account Agreement, as the case may be. The Trustee may, in its absolute discretion, direct that no payment or transfer out of either of the Secured Gold Accounts may be made.

## **2. *Instructions under a Counterparty Agreement***

- (a) Notwithstanding the generality of the Security Deed or any Gold Sale Counterparty Agreement no transaction may be entered into pursuant to any Gold Sale Counterparty Agreement without the express consent of the Trustee, which shall be given at the Trustee's discretion. The Trustee may, in its absolute discretion, direct that no transactions may be entered into with an Approved Counterparty.
- (b) No agreement for the sale of gold forming part of the Secured Property shall be entered into by the Company without the prior approval of the Trustee and subject to certain requirements, including, without limitation:
  - (i) the Trustee being a party to such agreement (solely in its capacity as legal mortgagee pursuant to the Security Deed);
  - (ii) such agreement containing an acknowledgement by the parties that all right, title and interest of the Company are subject to the Security; and
  - (iii) such agreement providing that the consideration for the sale of gold pursuant to such agreement shall be satisfied by payment in cash to the Receipts Account or the account of the redeeming Security Holder in respect of which such sale has been concluded, as directed by the Trustee.

## **3. *Payments out of the Secured Gold Accounts***

- (a) If, in relation to a Company Redemption Notification (as defined in the Security Deed) in which election for the Gold Delivery Method is specified, the Trustee, in the exercise of its discretion under Clause 3.4 of the Security Deed (as summarised below) determines that it is willing to allow gold to be transferred from the Secured Gold Accounts to satisfy the claims of the redeeming Security Holder in respect of the Gold Bullion Securities to be redeemed pursuant to such Redemption Notice, it will instruct the Custodian by 3:00 p.m. (London time) one Business Day after the Redemption Notice Date (as defined in the Security Deed) (by facsimile transmission or email, in accordance with the provisions of the Custodian Agreements) to:
  - (i) deliver the Combined Entitlement to Gold of the Gold Bullion Securities to be redeemed from the Secured Unallocated Account to the Relevant Account (as defined in the Security Deed); and
  - (ii) to the extent required to effect (i), withdraw gold from the Secured Allocated Account by way of de-allocation to the Secured Unallocated Account,such withdrawal and payment to take place on the third Business Day following the Redemption Notice Date.
- (b) In relation to a Company Redemption Notification in which election for the Gold Sale Method is made:
  - (i) if, in the exercise of its discretion under Clause 3.4 of the Security Deed (as summarised in Section 2(a) above), the Trustee determines that it is willing to allow gold to be transferred from the Secured Gold Accounts in order to satisfy any transaction for the sale of gold to which its approval may be given as referred to in Clause 6.2 (b) of the Security Deed (and as summarised in Section 3(b)(ii) and (iii) below), it will, by 3:00 p.m. one Business Day after the Redemption Notice Date, instruct the Custodian (by facsimile transmission or email) to the extent required to effect any sale of gold to the Relevant Approved Counterparty, to withdraw gold from the Secured Allocated Account by way of de-allocation to the Secured Unallocated Account, such withdrawal to take place on the Redemption Date; and
  - (ii) if, in the exercise of its discretion under Clause 5.1 of the Security Deed (as summarised in Section 2(a) above), the Trustee determines that it is willing to allow the Company to conclude a transaction for the sale of gold from the Secured Gold Accounts to effect the redemption to which a Company Redemption Notification

relates, the Trustee will advise by 10:00 a.m. (London time) two Business Days after the Redemption Notice Date (by facsimile transmission or email) the Relevant Approved Counterparty nominated in the relevant Company Redemption Notification that the Company wishes to enter into a transaction pursuant to the relevant Gold Sale Counterparty Agreement on the terms set out in the Company Redemption Notification; and

- (iii) if, in the exercise of its discretion under Clause 3.4 of the Security Deed (as summarised in Section 2(a) above), the Trustee determines that it is willing to allow gold to be transferred from the Secured Unallocated Account in order to satisfy any transaction for the sale of gold to which its approval was given pursuant to Clause 6.2(b) of the Security Deed (as summarised in Section 3(b)(ii) above), and provided that the Trustee has received from the Relevant Approved Counterparty confirmation of such transaction satisfactory to the Trustee by 12:00 midday (London time), the Trustee will, by 3:00 p.m. (London time) two Business Days after the Redemption Notice Date, instruct the Custodian (by facsimile transmission or email, in accordance with the Custodian Agreements), to deliver the Combined Entitlement to Gold of the Gold Bullion Securities being redeemed from the Secured Unallocated Account to the Gold Sale Counterparty Account; and
  - (iv) if (a) the Trustee is so requested in the Company Redemption Notification and (b) in the exercise of its discretion under Clause 4.4 of the Security Deed (as summarised below), the Trustee determines that it is willing to allow moneys to be transferred from the Receipts Account in order to satisfy the claims of the redeeming Security Holder in respect of the Gold Bullion Securities to be redeemed pursuant to such Company Redemption Notification, the Trustee will instruct the Relevant Approved Counterparty (by facsimile transmission or email, in accordance with the Receipts Account Agreement) to pay over any sum received in the Receipts Account representing the gross proceeds of sale realised from the sale of such gold from a transaction pursuant to Clause 6.2(b) of the Security Deed (as summarised in Section 3(b)(ii) above) less any Sale Costs which may be set-off in accordance with Condition 2.2(c) to the Relevant Account (as defined in the Security Deed) on the Business Day of such receipt.
- (c) If, pursuant to Condition 2.5(a)(ii) (*Gold Sale Method*) (as summarised in Section B.5(a)(ii) above under “Trust Instrument”), the Company is required to redeem any Gold Bullion Securities either in cash by sale of gold to the Relevant Approved Counterparty or in gold, it shall deliver to the Trustee a further Company Redemption Notification in relation to such redemption (a “**Further Company Redemption Notification**”). No Further Company Redemption Notification shall be valid unless (x) it corresponds to and has attached to it a copy of the relevant Redemption Notice; (y) in the case of redemption in gold, it has attached to it a copy of the relevant Security Holder’s election for redemption in gold; and (z) in the case of redemption in cash, it confirms that the relevant Security Holder has failed to elect a redemption in gold or withdraw its Redemption Notice by the Final Notice Date (as defined in Condition 2.5(a)(ii) (*Gold Sale Method*) (as summarised in Section B.5(a)(ii) above under “Trust Instrument”). On receipt by the Trustee of a valid Further Company Redemption Notification, the provisions of Clause 6.2 of the Security Deed (as summarised in Section 3(b) above) shall apply, save that:
- (i) references to the Company Redemption Notification shall be read as references to the Further Company Redemption Notification; and
  - (ii) the “Redemption Notice Date” shall be the date on which the Further Company Redemption Notification has been received by the Trustee, provided that if such Further Company Redemption Notification is received by the Trustee after 4:00 p.m. (London time) on a Business Day or on a day which is not a Business Day, the Redemption Notice Date shall be the Business Day following such receipt.
- (d) If, in the exercise of its discretion under Clause 3.4 of the Security Deed (as summarised below), the Trustee determines that it is willing to allow gold to be transferred to the Company from the Secured Gold Account in an amount equal to Gold Sales Charge in



relation to any month for which it has received a Gold Sales Charge Certificate (as defined in the Security Deed), and provided that the Security has not become enforceable pursuant Clause 7.1 of the Security Deed (as summarised in Section 4 below), the Trustee will instruct the Custodian (by facsimile transmission or email, in accordance with the provisions of the Custodian Agreements) to:

- (i) transfer the Gold Sales Charge Amount (as defined in the Security Deed) from the Secured Unallocated Account to the account stipulated in such Gold Sales Charge Certificate; and
- (ii) to the extent required to effect (i), withdraw gold from the Secured Allocated Account by way of de-allocation to the Secured Unallocated Account,

Clause 3.4 of the Security Deed states that, notwithstanding any other provision of the Security Deed, the Secured Allocated Account Agreement or the Secured Unallocated Account Agreement, no payment or transfer out of either of the Secured Gold Accounts may be made without the express consent of the Trustee, which shall be given at the Trustee's discretion. The Trustee may, in its absolute discretion, direct that no payment or transfer out of either of the Secured Gold Accounts may be made.

Clause 4.4 of the Security Deed states that, notwithstanding any other provision of the Security Deed or the Receipts Account Agreement, no payment or transfer out of the Receipts Account may be made without the express consent of the Trustee, which shall be given at the Trustee's discretion. The Trustee may, in its absolute discretion, direct that no payment or transfer out of the Receipts Account may be made.

#### **4. Enforcement**

- (a) The Security created by the Security Deed shall become enforceable if (a) a Defaulted Obligation has occurred and is continuing, or (b) an Insolvency Event has occurred and is continuing.
- (b) In addition to any of the powers conferred on the Trustee pursuant to the Trust Instrument with respect to the Secured Property:
  - (i) if a Defaulted Obligation has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by a Security Holder to whom such Defaulted Obligation is owed, the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Company to enforce any obligations of the Company under the Security constituted by the Security Deed in respect of the Gold Bullion Securities to which the Defaulted Obligation relates; and
  - (ii) if an Insolvency Event has occurred and is continuing, the Trustee may at any time, at its discretion, and shall if so directed in writing by Security Holders holding not less than 25 per cent. of the aggregate face value of the Gold Bullion Securities then outstanding or an Extraordinary Resolution, the Trustee having first been indemnified to its satisfaction, take such proceedings and/or other action as it may think fit against or in relation to the Company to enforce any obligations of the Company under the Security constituted by the Security Deed in respect of all Gold Bullion Securities.

### **Receipts Account Agreement**

#### **1. Accounts**

- (a) The Approved Counterparty will open and maintain Receipts Accounts in the name of the Trustee, into which all proceeds realised from the sale of gold from the Secured Gold Accounts for the purpose of effecting a redemption of Gold Bullion Securities in cash will, unless the Trustee directs otherwise, be paid.
- (b) The Approved Counterparty acknowledges that, pursuant to the Security Deed, the Company has assigned by way of first legal mortgage to the Trustee for the benefit of itself



and the Security Holders all its rights, title and interest, present and future, in respect of the Receipts Accounts, such assignment to take effect by way of first fixed security.

**2. Withdrawals**

The Trustee may at any time give instructions to the Approved Counterparty for a withdrawal from a receipts Account.

**3. Charges**

The Company will pay the Approved Counterparty such fees and charges as are agreed from time to time. Amounts payable by the Company to the Approved Counterparty will not be debited from any Receipts Accounts.

**4. Termination**

The Receipts Account Agreement will terminate on the termination of the Custodian Agreements.

**5. Governing Law and Jurisdiction**

The Receipts Account Agreement is governed by, and will be construed in accordance with, English law, and the Company agrees that the English courts are to have jurisdiction to settle any disputes or claims which may arise out of or in connection with the Receipts Account Agreement.

**Gold Sale Counterparty Agreement**

**1. Gold Sale Method**

- (a) The Approved Counterparty agrees, at the request of the Trustee, to purchase such amount of gold as the Trustee may specify in an amount equal to the Combined Entitlement to Gold of such Gold Bullion Securities in the London AM Fix one Business Day prior to the Redemption Date and to pay an amount equal to the gross proceeds of sale realised from the sale of the amount of gold so specified by the Trustee to the Receipts Account or to the account of the relevant Security Holder.
- (b) Delivery of gold to the Approved Counterparty on any sale pursuant to the Gold Sale Counterparty Agreement will be delivered by the Company to an unallocated bullion account of the Approved Counterparty.
- (c) All sums payable under the Gold Sale Counterparty Agreement will be exclusive of any VAT.
- (d) The Approved Counterparty acknowledges that, pursuant to the Security Deed, the Company has assigned by way of first legal mortgage to the Trustee for the benefit of itself and the Security Holders all its rights, title and interest, present and future, in respect of the Gold Sale Counterparty Agreement, such assignment to take effect by way of first fixed security.

**2. Instructions**

Only the Trustee may request the Approved Counterparty to purchase gold.

**3. Term and Termination**

The Gold Sale Counterparty Agreement will terminate automatically if the Secured Allocated Account Agreement is terminated for any reason but may not otherwise be terminated unless with the written agreement of all parties.

**4. Governing Law and Jurisdiction**

The Gold Sale Counterparty Agreement is governed by, and will be construed in accordance with, English law, and the Company agrees that the English courts are to have jurisdiction to settle any disputes or claims which may arise out of or in connection with the Gold Sale Counterparty Agreement.

## **Administration Agreement**

### **1. *Provision of Administrative Services***

R&H is responsible for supplying or procuring the supply of certain administrative and company secretarial services to the Company as set out in Schedule 1 to the Administration Agreement and for which the Company agrees to pay R&H a fee.

R&H may delegate in whole or in part the discharge of any of its duties or functions and the exercise of any powers and discretion under the Administration Agreement.

### **2. *Liability***

R&H is not liable to the Company for any error of judgement or for any loss suffered by the Company in connection with the subject of the Administration Agreement unless such loss arises from fraud, bad faith, wilful default or negligence in the performance or non-performance by R&H or persons designated by it of its obligations or duties and in particular (but without limitation) will not be liable as a result of any loss, delay, mis-delivery or error in transmission of any cable or telegraphic communication or as a result of acting upon any forged transfer or request for redemption of any securities in the Company.

### **3. *Termination***

The Administration Agreement may be terminated by either party on three months' written notice.

## **Registrar Agreement**

### **1. *Provision of Registrar Services***

The Registrar is responsible for supplying or procuring the supply of certain registrar services, including the provision of a registration and transfer office, to the Company as set out in Schedule 1 of the Registrar Agreement and for which the Company agrees to pay the Registrar a fee. The Registrar may delegate certain of its duties or functions under the Registrar Agreement.

### **2. *Liability***

The Registrar and its officers and employees will not be liable to the Company for any direct damages, loss, costs, claims or expenses ("**Loss**") sustained by the Company or in respect of any matter relating to the Register as a result of loss, delay, mis-delivery, or error in transmission of any cable, telex, telefax or telegraphic communication, or if any document accepted by the Registrar shall later prove to be forged or otherwise defective or erroneous (except in respect of any Loss incurred by the Company as a result of the fraud, wilful default, bad faith or negligence of the Registrar).

The Registrar will not be liable to the Company in respect of any loss, liability, claim, cost, expense (including legal expenses) or damage suffered or incurred by the Company as a result of the discharge of its duties and obligations under the Registrar Agreement, save where such loss, liability, claim, cost, expense or damage is suffered or incurred as a result of its fraud, wilful default, bad faith or negligence.

The aggregate liability of the Registrar to the Company over any 12 month period, howsoever any such liability arises, shall in no circumstances whatsoever exceed twice the amount of the fees payable by the Company to the Registrar in any 12 month period.

The Registrar is not liable to the Company for any Loss suffered or incurred by the Company as a result of the operation, failure, interruption or suspension of or changes to all or any part of the CREST Service (as defined in the Registrar Agreement) by Euroclear UK & Ireland Limited or as a result of any timetable changes in connection with the provision of the CREST Service by Euroclear UK & Ireland Limited. The Registrar is not liable to the Company for any Loss suffered or incurred by the Company as a result of any acts or omissions of the Registrar that the Registrar reasonably considers are required in order for it to comply with the CREST Requirements (as defined in the Registrar Agreement).

## PART 7

### GLOBAL BEARER CERTIFICATE

The following is a non-binding English language translation of the form of Global Bearer Certificate. The definitive German language text, of which the following is a direct and accurate translation, of the form of the Global Bearer Certificate and the Conditions of the Global Bearer Certificate is set out in Annex 1 and 2 of this document. In the event of inconsistency between the definitive Germany language text on the form of Global Bearer Certificate and the English translation below, the former shall always prevail.

#### Model Form of Global Bearer Certificate

##### **Global Bearer Certificate**

For

• registered Gold Bullion Securities

Of

##### **Gold Bullion Securities Limited**

Ordnance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW  
divided into securities with a principal amount of US\$0.00001 each

As underlying stock for this Global Bearer Certificate the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream"), is holding • registered Gold Bullion Securities (hereinafter referred to as "Notes") of Gold Bullion Securities Limited, Jersey, Channel Islands (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 24 March 2004 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a face value of US\$ 0.00001 each, registered in the name of Vidacos Nominees Limited, London, England, and held in a special Safe Custody Account with Citibank N.A., London, England. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream to arrange for the delivery and registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of Notes as corresponds to his share in this Global Bearer Certificate.

In respect of all further matters, the Conditions attached to this Global Bearer Certificate and forming an essential part thereof shall apply.

Frankfurt am Main, . . .

Clearstream Banking  
Aktiengesellschaft

## Text of the Conditions of the Global Bearer Certificate

### Conditions of the Certificate

1. This Global Bearer Certificate bears the signature of two managing directors, or one managing director and one holder of procuration, of the Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Federal Republic of Germany (hereinafter referred to as "Clearstream").
2. Each co-owner of this Global Bearer Certificate is entitled to demand at any time from Clearstream the delivery and the registration in the relevant Register of Security Holders, in his name or in the name of a third party designated by him of such number of registered Gold Bullion Securities (hereinafter referred to as "Notes") of Gold Bullion Securities Limited, Jersey, Channel Islands, (hereinafter referred to as the "Company") constituted by a Trust Instrument dated 24 March 2004 between the Company and The Law Debenture Trust Corporation p.l.c. (hereinafter referred to as the "Trust Instrument") and secured as described therein and divided into securities with a face value of US\$ 0.00001 each, as corresponds to his co-ownership share in this Global Bearer Certificate. Such demand shall be made by the co-owner through his depositary bank to Clearstream, stating to whom the Notes shall be delivered, respectively, the address to which the certificate evidencing the registration shall be mailed by the Registrar.

In addition to the delivery, respectively, transfer fee determined by Clearstream pursuant to § 315 of German Civil Code, the co-owner shall bear any expenses, taxes, fees or duties arising from such delivery resp. transfer and registration.

The co-owners of this Global Bearer Certificate are not entitled to demand delivery of individual bearer certificates out of this Global Bearer Certificate.

3. As a rule, Clearstream shall convey to the co-owner, through his depositary bank and in proportion to his share in the Global Bearer Certificate, all rights arising from the Notes under the laws of England and Jersey, Channel Islands.

Payments of capital, interest and/or other amounts due will be passed on by Clearstream to the co-owner. Furthermore, any terms and conditions announced by Clearstream shall apply.

All payments to the co-owner shall be made in EURO, in accordance with the foreign exchange control regulations prevailing at the time, unless the co-owner has in time before the due date demanded payment in USD (United States Dollars).

4. As a rule, Clearstream shall not exercise voting rights arising in a noteholder meeting. On demand it shall cause a voting proxy to be issued to the co-owner or a third party indicated by him.

The Company has undertaken to publish the agenda of any noteholder meeting as well as the conditions for participating in the meeting and exercising the voting rights before each meeting.

5. Should the issuance of the Global Bearer Certificate be subject at any time to any taxes, fees or duties in the Federal Republic of Germany or in Jersey, Channel Islands, the co-owners shall bear such taxes, fees or duties in proportion to their shares in the Global Bearer Certificate.

Clearstream is entitled to divide among all co-owners in proportion to their co-ownership shares in the Global Bearer Certificate all taxes, fees and duties to which it may at any time be subject in the Federal Republic of Germany or in Jersey, Channel Islands, by the mere fact that it is holding the Notes.

6. If for any reason the Notes should be replaced by other notes or some other valuable, the co-owner's right to the Notes shall convert into a right to the relevant substitutes. In such event these Conditions shall apply *mutatis mutandis*.
7. Clearstream is entitled to substitute another entity for Citibank N.A., London, England, (hereinafter referred to as "Custodian") in its function as Custodian or Vidacos Nominees Limited, London, England, (hereinafter referred to as "Nominee") in its function as Nominee. In such event, Clearstream shall not be responsible for more than careful selection. This does not affect Clearstream's right to assume itself the functions of the Custodian or the Nominee. In the case where the Custodian or the Nominee are replaced, any reference to the Custodian or the Nominee in these Conditions shall be deemed to refer to the new Custodian or Nominee.

## PART 8

### TAXATION

#### 1. UK Taxation

##### (a) **General**

The following paragraphs summarise certain limited aspects of the UK taxation treatment of holding Gold Bullion Securities. They are based on current UK law and HM Revenue & Customs practice, both of which are subject to change, possibly with retrospective effect. The following paragraphs relate to Security Holders who are individuals (i.e. natural persons) acting in a private capacity and who are domiciled and resident in the UK for taxation purposes ("**UK Individuals**"), are within the charge to UK corporation tax and holding Gold Bullion Securities as an investment or which are UK open-ended investment companies or authorised unit trust schemes. Accordingly, these paragraphs do not apply to certain categories of Security Holders, such as dealers (whether in gold or Gold Bullion Securities). The statements in this summary are intended only as a general guide, and should be treated with appropriate caution. Any person who is contemplating acquiring a Gold Bullion Security (whether or not pursuant to the Offering), particularly if that person is subject to taxation in any jurisdiction other than the UK, is strongly recommended to consult his professional advisers immediately.

##### (b) **Withholding Tax**

No payments made by the Company to Security Holders in respect of the Gold Bullion Securities are required to be made under deduction or withholding for or on account of UK tax.

##### (c) **Capital Gains Tax (Individuals)**

###### *Subscriptions made before 1 December 2009*

Provided the Gold Bullion Securities are not treated as "deeply discounted securities" for UK tax purposes, any transfer or redemption of a Gold Bullion Security by a Security Holder who is a UK individual will be a disposal of that Gold Bullion Security for UK capital gains tax purposes which may, subject to any available exemption or relief, give rise to a chargeable gain or allowable loss for those purposes.

The Company has received a non-statutory confirmation from HM Revenue & Customs that, in its view, the Gold Bullion Securities are not deeply discounted securities. However, since this confirmation is addressed to the Company and is not binding on HM Revenue & Customs in its dealings with Security Holders, investors may wish to consult their own tax advisors in this respect.

The tax treatment of subscriptions made prior to 1 December 2009 will not be affected by the new definition of "offshore fund" discussed below.

###### *Subscriptions made on or after 1 December 2009*

The Company has not been regarded as an "offshore fund" for UK tax purposes for periods before 1 December 2009. However, on 1 December 2009, a new definition of "offshore fund" took effect which has resulted in the Company being treated as an "offshore fund". Accordingly, subscriptions made on or after this date may be treated as investments in an "offshore fund" for UK tax purposes.

If this is the case, and the Gold Bullion Securities are not treated as "deeply discounted securities" and no other exemption applies, any gain accruing to an investor upon the sale, redemption or other disposal of Gold Bullion Securities acquired on or after 1 December 2009 will be taxed as income and not as a capital gain, unless the Company achieves certification as a "reporting fund". The Company has obtained notification from HM Revenue & Customs that the Gold Bullion Securities have been accepted for entry into the "reporting fund" regime with effect from the accounting period which commenced 1 January 2009. Whilst it is expected that certification as a "reporting fund" will be maintained for all accounting periods this cannot be guaranteed.

Note that under the reporting fund rules the Company is required to report to investors 100 per cent. of the net income attributable to the Gold Bullion Securities. It is not expected that any such reportable income will arise in respect of any of the Gold Bullion Securities.

A copy of the annual report required to be made to investors under the reporting fund rules will be provided by the Company on the following website:

[http://www.etfsecurities.com/en/document/etfs\\_document.asp](http://www.etfsecurities.com/en/document/etfs_document.asp)

**(d) *Income Tax (Individuals)***

If the Gold Bullion Securities are treated as “deeply discounted securities” for UK tax purposes, and do not qualify as “excluded indexed securities” for those purposes, any profit arising to a Security Holder who is a UK individual on transfer or redemption of a Gold Bullion Security (whether such redemption is by way of the Gold Sale Method or by way of the Gold Delivery Method) will be subject to income tax and not to capital gains tax.

As noted in “Capital Gains Tax (Individuals)” above, the Company has received a non-statutory confirmation from HM Revenue & Customs that the Gold Bullion Securities are not deeply discounted securities.

**(e) *Corporation Tax***

In general, a Security Holder which is subject to UK corporation tax will be treated for tax purposes as realising profits, gains or losses in respect of Gold Bullion Securities on a basis reflecting the treatment in its statutory accounts, calculated in accordance with the Security Holder’s authorised accounting method. These profits, gains or losses, (which will include any profits, gains or losses on a disposal or redemption of Gold Bullion Securities and which may include fluctuations in value relating to foreign exchange gains and losses) will be treated as income for the purposes of a Security Holder’s corporation tax computation.

**(f) *UK Open-Ended Investment Companies and Authorised Unit Trust Schemes***

Whilst UK open-ended investment companies and authorised unit trust schemes are generally subject to UK corporation tax (although currently at the rate of 20 per cent.) they are exempt from tax on capital gains. Part 2 of The Authorised Investment Funds (Tax) Regulations 2006 (S.I. No. 2006/964) (the “**Regulations**”) provides an exemption for capital profits, gains or losses accruing to UK open-ended investment companies and authorised unit trust schemes on creditor loan relationships and derivative contracts. In this respect capital profits, gains or losses are those which, in accordance with UK generally accepted accounting practice, fall to be dealt with in the statement of total return (under the heading of “net capital gains/losses”) in accordance with the relevant Statement of Recommended Practice. These provisions do not however apply to a qualified investor scheme which does not meet the genuine diversity of ownership condition. In addition, Part 2B of the Regulations treats all capital profits, gains and losses (determined in accordance with UK generally accepted accounting practice, as described above) arising to a UK open-ended investment company or authorised unit trust, which meets the genuine diversity of ownership condition, from an “investment transaction” (which includes loan relationships and derivative contracts) as a non-trading transaction and thus not taxable as income. These Parts of the Regulations will determine whether any profits, gains or losses arising to a Security Holder which is a UK open-ended investment company or authorised unit trust scheme in respect of Gold Bullion Securities will be exempt from tax.

**(g) *Stamp Duty and Stamp Duty Reserve Tax (‘SDRT’)***

Provided the Register is not kept by or on behalf of the Company in the UK, neither stamp duty nor SDRT will be payable on the issue or the subsequent transfer of a Gold Bullion Security in Uncertificated Form.

In the case of Gold Bullion Securities held in Certificated Form, provided (i) the Register is not kept by or on behalf of the Company in the UK; (ii) any instrument of transfer is not executed in the UK; and (iii) any instrument of transfer does not relate to anything to be done in the UK, neither stamp duty nor SDRT will be payable on the issue or subsequent transfer of a Gold Bullion Security.



The redemption of a Gold Bullion Security whether by way of the Gold Sale Method or by way of the Gold Delivery Method, will not give rise to stamp duty nor SDRT.

**(h) Inheritance Tax (Individuals)**

For the purposes of inheritance tax, a Gold Bullion Security may form part of the value of the estate of a Security Holder who is an individual and inheritance tax may (subject to certain exemptions and reliefs) become payable in respect of the value of a Gold Bullion Security on a gift of that Gold Bullion Security by, or the death of, a Security Holder who is an individual. Such a tax charge may be subject to appropriate provisions in any applicable double taxation treaty.

**(i) The Company**

The Directors intend that the affairs of the Company should be managed and conducted so that it should not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Company does not carry on a trade in the UK through a permanent establishment situated therein for UK corporation tax purposes or through a branch or agency situated in the UK which would bring the Company within the charge to UK income tax, the Company will not be subject to UK corporation tax or income tax on income and capital gains arising to it. The Directors intend that the affairs of the Company are conducted so that no such permanent establishment, branch or agency will arise insofar as this is within their control, but it cannot be guaranteed that the conditions necessary to prevent any such permanent establishment, branch or agency coming into being will at all times be satisfied.

**(j) The European Savings Directive**

EU Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) came into force on 1 July 2005. The Directive applies amongst other matters, to payments of interest or other income on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in another EU Member State. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest to, or secures interest for the beneficial owner, and could include a UK broker effecting the sale of Gold Bullion Securities.

Gold Bullion Securities are undated secured debt obligations of the Company. However, as no return in respect of Gold Bullion Securities (whether in Bullion form or cash on a redemption, or as a result of trading on the London Stock Exchange) should constitute a payment of interest for the purposes of the Directive, it is not envisaged that Security Holders or their paying agents will be within the scope of the Directive.

## **2. Jersey Taxation**

**(a) General**

*The following paragraphs summarise certain aspects of the Jersey taxation treatment of holding Gold Bullion Securities. The statements are intended as a general guide.*

Under the Income Tax (Jersey) Law 1961 (the “**Jersey Income Tax Law**”), the Company will be regarded as resident in Jersey but (being neither a financial services company nor a specified utility company under the Jersey Income Tax Law at the date hereof) will (except as noted below) be subject to Jersey income tax at a rate of 0 per cent.

Holders of the Gold Bullion Securities (other than residents of Jersey) should not be subject to any Jersey tax in respect of the holding, sale, redemption or other disposition of its Gold Bullion Securities. Redemption payments (other than to residents of Jersey) will not be subject to withholding for or on account of Jersey tax.

**(b) Stamp duty**

Under current Jersey law, there are no death or estate duties, capital gains, gift, wealth, inheritance or capital transfer taxes. No stamp duty is levied in Jersey on the issue, transfer, acquisition,

ownership, redemption, sale or other disposal of Gold Bullion Securities. In the event of the death of an individual sole holder of Gold Bullion Securities, duty at rates of up to 0.75 per cent. of the value of the Gold Bullion Securities held may be payable on registration of Jersey probate or letters of administration which may be required in order to transfer or otherwise deal with Gold Bullion Securities held by the deceased individual sole holder thereof.

**(c) Goods and services tax**

The Company is an “international services entity” for the purposes of the Goods and Services Tax (Jersey) Law 2007 (the “**GST Law**”). Consequently, the Company is not required to:

- (i) register as a taxable person pursuant to the GST Law;
- (ii) charge goods and services tax in Jersey in respect of any supply made by it; or
- (iii) (subject to limited exceptions that are not expected to apply to the Company) pay goods and services tax in Jersey in respect of any supply made to it.

**(d) European Union directive on the taxation of savings income**

As part of an agreement reached in connection with the European Union directive on the taxation of savings income in the form of interest payments, and in line with steps taken by other relevant third countries, Jersey introduced with effect from 1 July 2005 a retention tax system in respect of payments of interest, or other similar income, made to an individual beneficial owner resident in an EU Member State by a paying agent established in Jersey. The retention tax system applies for a transitional period prior to the implementation of a system of automatic communication to EU Member States of information regarding such payments. During this transitional period, such an individual beneficial owner resident in an EU Member State will be entitled to request a paying agent not to retain tax from such payments but instead to apply a system by which the details of such payments are communicated to the tax authorities of the EU Member State in which the beneficial owner is resident.

The retention tax system in Jersey is implemented by means of bilateral agreements with each of the EU Member States, the Taxation (Agreements with European Union Member States) (Jersey) Regulations 2005 and Guidance Notes issued by the Policy & Resources Committee of the States of Jersey. Based on these provisions and the Company’s understanding of the current practice of the Jersey tax authorities (and subject to the transitional arrangements described above), the Company would not be obliged to levy retention tax in Jersey under these provisions in respect of redemption payments made by it.

**3. Belgian Taxation**

**(a) General**

The following paragraphs summarise certain aspects of the Belgian tax treatment of investing in Gold Bullion Securities. They are based upon current Belgian tax law and regulations and interpretations thereunder, all of which are subject to change, possibly with retroactive effect. The statements in this summary are intended only as a general guide, and should not be taken as an exhaustive or definitive description of all relevant Belgian tax considerations. Any person who is contemplating acquiring a Gold Bullion Security is strongly advised to first consult his or its professional advisers for definitive tax advice, taking into account any special circumstances related to the situation of that particular person.

**(b) Taxation of Belgian resident individuals**

In a recent Circular concerning the tax treatment of structured notes (Circular No. Ci.RH.231/532.259 (AGFisc N°3/2013) of 25 January 2013 (the “January 2013 Circular”)) the Belgian Income Tax Administration has confirmed its view that for Belgian income tax purposes instruments such as the Gold Bullion Securities are to be considered as “fixed-income securities” as defined in Article 2, §1,8° of the Belgian Income Tax Code 1992 (“**ITC**”). Although the positions adopted by the Administration in the January 2013 Circular have been criticized by certain tax practitioners as being at odds with applicable statutes and caselaw, insofar as instruments

providing no guarantee of principal and no current income are concerned, and have not yet been tested in the Belgian courts, the present summary reflects the positions expressed in the January 2013 Circular. For a Belgian resident individual who is subject to the Belgian personal income tax (*"impôt des personnes physiques/personenbelasting"*) an investment in Gold Bullion Securities will accordingly normally be subject to the tax regime described hereunder. Different rules may apply, however, in specific situations such as in the case of Belgian resident individuals who acquire Gold Bullion Securities in the framework of a professional activity or in circumstances which fall outside the scope of the normal management of the individual's personal assets.

Any capital gain realised upon redemption of the Gold Bullion Securities will be treated as deemed interest income for Belgian personal income tax purposes and will be subject to Belgian withholding tax at the rate of 25 per cent. if received via a Belgian paying agent. This withholding tax will be withheld by the Belgian financial institution via which the redemption proceeds are paid and will constitute a final tax, thereby relieving the Belgian investor from the obligation to declare the interest income in his personal income tax return. If, on the other hand, the Belgian holder of the Gold Bullion Securities redeems his securities outside of Belgium in another EU Member State without deduction of the Belgian withholding tax, the deemed interest income arising upon the redemption will have to be declared in the holder's Belgian personal income tax return and will be subject to separate taxation at the rate of 25 per cent. Any losses sustained upon redemption of the Gold Bullion Securities will not be deductible.

Capital gains realised on the sale of Gold Bullion Securities to a party other than the Company will not be taxable, except for income imputable as accrued interest at the time of sale, which should, in principle, be reported on a pro rata temporis basis in the investor's Belgian personal income tax return in accordance with the provisions of Article 19, §2 of the ITC and will generally be subject to tax at the rate of 25 per cent. Due to the non-interest-bearing character of the Gold Bullion Securities and the absence of clear guidance in the relevant law and regulations, the calculation of accrued interest on a pro rata temporis basis may in this case be difficult to effectuate. Any capital loss sustained upon such a sale will not be deductible. As noted above, different rules may apply if a Belgian resident individual holds Gold Bullion Securities as part of a professional activity or outside the scope of the normal management of his personal assets.

**(c) Taxation of Belgian resident companies**

Belgian companies subject to Belgian corporate income tax (*"impôt des sociétés/vennootschapsbelasting"*) which acquire Gold Bullion Securities will be required to treat any gain from the redemption or sale of Gold Bullion Securities as normal trading income subject to tax at the normal Belgian corporate income tax rate.

If redemption or sale proceeds are received via a Belgian paying agent, a Belgian corporate taxpayer may, upon application, obtain an exemption from the 25 per cent. withholding tax referred to above. If such exemption is not applied for, the Belgian company will be entitled to claim a credit for or refund of such withholding tax if it has held the full legal ownership of the Gold Bullion Securities during the period to which the withholding tax relates.

Capital losses sustained upon the redemption or sale of Gold Bullion Securities will in principle be fully deductible for Belgian corporate income tax purposes.

**(d) Taxation of Belgian persons subject to the "tax on legal entities"**

Belgian investors which are subject to the Belgian tax on legal entities (*"impôt des personnes morales/rechtspersonenbelasting"*) will be subject to taxation similar to that described above with respect to Belgian resident individuals. Any amount paid by the Company in excess of the issue price will be deemed to constitute taxable interest income and will be subject to 25 per cent. withholding tax if paid via a Belgian paying agent. The withholding tax will in such case constitute a final tax with respect to such income. If no withholding tax is levied, the Belgian legal entity will have to declare and pay the 25 per cent. tax itself. Capital gains realised on the sale of Gold Bullion Securities to a party other than the Company will not be taxable except for any accrued interest calculated on a pro rata temporis basis.

**(e) Taxation of non-residents**

Redemption or sale proceeds of Gold Bullion Securities received by a non-resident investor via a Belgian paying agent will be deemed to constitute interest income and will, in principle, be subject to a 25 per cent. Belgian withholding tax. However, if the non-resident investor is a resident of a country with which Belgium has entered into a double taxation treaty, a reduction or exemption from such withholding tax may be available. An exemption from such withholding tax may also be available under relevant provisions of Belgian income tax law for non-resident investors who hold Gold Bullion Securities in open custody with a Belgian financial institution and unconnected with the exercise of a professional activity in Belgium.

A non-resident company which holds Gold Bullion Securities in connection with the exercise of a professional activity in Belgium via a permanent establishment will be subject to the same rules discussed above under “Taxation of Belgian resident companies”.

**(f) Stock Exchange Transactions Tax**

Sales of Gold Bullion Securities via a broker or financial institution located in Belgium may give rise to a stock exchange transactions tax (“*taxe sur les opérations de bourse/taks op beursverrichtingen*”) of 0.25 per cent. The tax is due separately by the seller and the purchaser of the securities and is capped at an amount of EUR 740 per party and per transaction. Exemptions from the tax are available to certain categories of investors (e.g., financial institutions, insurance companies, pension funds and non-residents of Belgium).

**(g) The European Savings Directive**

Pursuant to the Belgian Law of 17 May 2004 implementing EU Council Directive 2003/48/EC of 3 June 2003 concerning the taxation of savings income (the “**Directive**”) payments of interest made by Belgian paying agents to individual residents of other EU Member States (and of certain Dependant and Associated Territories) on or after 1 July 2005 were subject to a special EU withholding tax (“*prélèvement pour l’Etat de Résidence/woonstaatheffing*”), initially imposed at the rate of 15 per cent. and which increased to 20 per cent. on 1 July 2008. It should be noted, however, that the definition of “interest” for the purposes of the Directive and the Belgian Law of 17 May 2004 is different from the definition of “interest” for the purposes of Belgian domestic income tax law. The Belgian Income Tax Administration confirmed in April 2007 in response to a ruling request that, given the special nature of the Gold Bullion Securities and, in particular, the consideration that there is no principal guarantee provided and that the redemption value at any time will vary as a function of the then market price of gold, the proceeds of a redemption or sale of Gold Bullion Securities effectuated via a Belgian paying agent need not be subjected to any withholding tax under the Directive. Such confirmation was subject to the reservation that the Administration’s position could change if, in the future, the EU authorities should adopt an official position with respect to the treatment of derivative instruments such as the Gold Bullion Securities under the Directive.

Effective 1 January 2010 the withholding tax regime previously applicable in Belgium under the Law of 17 May 2004 implementing the Directive was replaced by a system of automatic reporting and exchange of information with Member States in which individual investors reside such as that in effect in most other EU Member States. However, as was previously the case with respect to the Belgian withholding tax regime, such reporting will only apply to amounts deemed to constitute “interest” for the purposes of the Directive and, in this respect, the April 2007 ruling of the Belgian Income Tax Administration should remain applicable.

On the other hand, an individual resident Belgian investor will be subject to the provisions of the Directive if he should redeem Gold Bullion Securities (or receive proceeds from the sale of Gold Bullion Securities) via a paying agent (as defined in the Directive) established in another EU Member State (or in certain Dependant and Associated Territories as well as certain countries and territories, such as Switzerland, Liechtenstein, Andorra, Monaco, Guernsey, Jersey, the Isle of Man and Curaçao, amongst others, which have entered into bilateral agreements with the EU to apply the rules of the Directive). Depending upon the manner in which the Directive has been implemented in the source country the proceeds — if deemed by the source country tax authorities to constitute “interest” for the purpose of the Directive — will be subject either to a reporting

obligation or to a withholding tax similar to the withholding tax previously applied in Belgium under the Directive.

#### **4. Netherlands Taxation**

##### **(a) General**

The information set out below is a summary of certain material Netherlands tax consequences of the acquisition, ownership and transfer of Gold Bullion Securities, and it does not purport to be a comprehensive description of all the Netherlands tax considerations that may be relevant to a decision to purchase Gold Bullion Securities. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than The Netherlands.

This summary is based upon the tax laws of The Netherlands as in effect on the date of this Prospectus, as well as regulations, rulings and decisions of The Netherlands or of its taxing and other authorities available in printed form on or before such date and now in effect, and as applied and interpreted by Netherlands courts, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect. All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of this summary.

All references in this summary to The Netherlands and Netherlands law are to the European part of the Kingdom of The Netherlands and its law, respectively, only.

Because it is a general summary, prospective holders of Gold Bullion Securities should consult their own tax advisors as to the Netherlands or other tax consequences of the acquisition, ownership and transfer of Gold Bullion Securities including, in particular, the application to their particular situations of the tax considerations discussed below, as well as the application of state, local, foreign or other tax laws.

For Netherlands tax purposes, a holder of Gold Bullion Securities may include an individual who or an entity that does not have the legal title of the Gold Bullion Securities, but to whom nevertheless the Gold Bullion Securities are attributed based either on such individual or entity holding a beneficial interest in the Gold Bullion Securities or based on specific statutory provisions, including statutory provisions pursuant to which the Gold Bullion Securities are attributed to an individual who is, or who has directly or indirectly inherited from a person who was, the settlor, grantor or similar originator of a trust, foundation or similar entity that holds the Gold Bullion Securities.

The Company believes that it is not a resident nor that it is deemed to be a resident of The Netherlands nor that it has a presence in The Netherlands for Netherlands tax purposes, and the following summary assumes that the Company is not, nor will be, treated as a resident or deemed resident of The Netherlands nor that it is, nor will be, treated as having a presence in The Netherlands for Netherlands tax purposes.

##### **(b) Withholding tax**

Payments of the Company with regard to the Gold Bullion Securities will be free from withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein.

##### **(c) Tax on income and capital gains**

###### *General*

The description of taxation set out in this section of this Prospectus is not intended for any holder of Gold Bullion Securities, who:

- (i) is an individual and for whom the income or capital gains derived from Gold Bullion Securities are attributable to employment activities the income from which is taxable in The Netherlands;



- (ii) is an entity that is a resident or deemed to be a resident of The Netherlands and that is, in whole or in part, not subject to or exempt from Netherlands corporate income tax;
- (iii) is a fiscal investment institution (*fiscale beleggingsinstelling*) or an exempt investment institution (*vrijgestelde beleggingsinstelling*) as meant in Articles 6a and 28 respectively of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*); or
- (iv) has directly or indirectly, a substantial interest (*aanmerkelijk belang*) or a deemed substantial interest as defined in the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) in the Company.

## **Residents of The Netherlands**

### *Individuals*

An individual who is resident or deemed to be resident in The Netherlands, or who opts to be taxed as a resident of The Netherlands for purposes of Dutch taxation (a **"Dutch Resident Individual"**) and who holds Gold Bullion Securities is subject to Netherlands income tax on income and/or capital gains derived from Gold Bullion Securities at progressive rates (up to 52 per cent.; rate for 2013) if:

- (i) the holder derives profits from an enterprise or deemed enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder), to which enterprise the Gold Bullion Securities are attributable; or
- (ii) the holder derives income or capital gains from Gold Bullion Securities that are taxable as benefits from "miscellaneous activities" (*resultaat uit overige werkzaamheden*, as defined in the Netherlands Income Tax Act 2001), which include the performance of activities with respect to the Gold Bullion Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If conditions (i) and (ii) mentioned above do not apply, any holder of Gold Bullion Securities who is a Dutch Resident Individual will be subject to Netherlands income tax on a deemed return regardless of the actual income and/or capital gains derived from Gold Bullion Securities. This deemed return has been fixed at a rate of 4 per cent. of the individual's yield basis (*rendementsgrondslag*) insofar as this exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets (including, as the case may be, the Gold Bullion Securities) held by the Dutch Resident Individual less the fair market value of certain qualifying liabilities, both determined on 1 January of the relevant year. The deemed return of 4 per cent. will be taxed at a rate of 30 per cent. (rate for 2013).

### *Entities*

An entity that is resident or deemed to be resident in The Netherlands (a **"Dutch Resident Entity"**) will generally be subject to Netherlands corporate income tax with respect to income and capital gains derived from Gold Bullion Securities. The Netherlands corporate income tax rate is 20 per cent. for the first €200,000 of the taxable amount, and 25 per cent. for the excess of the taxable amount over €200,000 (rates applicable for 2013).

### *Non-residents of The Netherlands*

A person who is neither a Dutch Resident Individual nor Dutch Resident Entity (a **"Non-Dutch Resident"**) and who holds Gold Bullion Securities is generally not subject to Netherlands income tax or corporate income tax on income and capital gains derived from Gold Bullion Securities, provided that:

- (i) such Non-Dutch Resident does not derive profits from an enterprise or deemed enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net worth of such enterprise (other than as an entrepreneur or a shareholder) which enterprise is, in whole or in part, carried on through a permanent establishment or a permanent



representative in The Netherlands and to which enterprise or part of an enterprise, as the case may be, Gold Bullion Securities are attributable or deemed attributable;

- (ii) in the case of a Non-Dutch Resident who is an individual, such individual does not derive income or capital gains from Gold Bullion Securities that are taxable as benefits from “miscellaneous activities” performed or deemed to be performed in The Netherlands (*resultaat uit overige werkzaamheden in Nederland*, as defined in the Netherlands Income Tax Act 2001), which include the performance of activities with respect to the Gold Bullion Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*);
- (iii) in the case of a Non-Dutch Resident who is not an individual, such Non-Dutch Resident is neither entitled to a share in the profits of an enterprise effectively managed in The Netherlands nor co-entitled to the net worth of such enterprise, other than by way of the holding of securities, to which enterprise the Gold Bullion Securities or payments in respect of Gold Bullion Securities are attributable; and
- (iv) in the case of a Non-Dutch Resident who is an individual, such individual is not entitled to a share in the profits of an enterprise effectively managed in The Netherlands, other than by way of the holding of securities or through an employment contract, to which enterprise the Gold Bullion Securities or payments in respect of Gold Bullion Securities are attributable.

A Non-Dutch Resident that falls under any of the exclusions (i) through (iv) mentioned above, may be subject to Netherlands income tax or Netherlands corporate income tax on income and capital gains derived from the Gold Bullion Securities. In case such holder of a Gold Bullion Security is considered to be a resident of Aruba, Curaçao or St. Maarten under the provisions of the Tax Arrangement for the Kingdom of the Netherlands (*Belastingregeling voor het Koninkrijk*); is considered to be a resident of Bonaire, St. Eustatius or Saba under the provisions of the Tax Arrangement for the country of the Netherlands (*Belastingregeling voor het land Nederland*) or; is considered to be a resident of a country other than the Netherlands under the provisions of a double taxation convention the Netherlands has concluded with such country, the following may apply. Such holder of a Gold Bullion Security may, depending on the terms of and subject to compliance with the procedures for claiming benefits under the Tax Arrangement for the Kingdom of the Netherlands, under the Tax Arrangement for the country of the Netherlands or under such double taxation convention, be eligible for a full or partial exemption from or reduction of Netherlands taxes (if any) on (deemed) income or capital gains in respect of a Gold Bullion Security, provided such holder is entitled to the benefits of the Tax Arrangement for the Kingdom of the Netherlands, the Tax Arrangement for the country of the Netherlands or such double taxation convention.

**(d) Gift or inheritance tax**

No Netherlands gift or inheritance taxes will be levied on the transfer of Gold Bullion Securities by way of gift by or on the death of a holder, who is neither a resident nor deemed to be a resident of The Netherlands for the purpose of the relevant provisions, unless:

- (i) the transfer is construed as an inheritance or bequest or as a gift made by or on behalf of a person who, at the time of the gift or death, is or is deemed to be a resident of The Netherlands for the purpose of the relevant provisions;
- (ii) such holder dies while being a resident or deemed resident of The Netherlands within 180 days after the date of a gift of Gold Bullion Securities; or
- (iii) the gift is made under a condition precedent and such holder is or is deemed to be a resident of The Netherlands at the time the condition is fulfilled.

For purposes of Netherlands gift and inheritance tax, an individual who is of Dutch nationality will be deemed to be a resident of The Netherlands if he has been a resident of The Netherlands at any time during the ten years preceding the date of the gift or his death.

For purposes of Netherlands gift tax, an individual will, irrespective of his nationality, be deemed to be resident of The Netherlands if he has been a resident of The Netherlands at any time during the 12 months preceding the date of the gift.

**(e) Value added tax**

No Netherlands value added tax will be payable by a holder of Gold Bullion Securities in consideration for the issue of Gold Bullion Securities (other than value added taxes on fees payable in respect of services not exempt from Netherlands value added tax).

**(f) Other taxes or duties**

No Netherlands registration tax, custom duty, transfer tax, stamp duty or any other similar tax or duty, other than court fees, will be payable in The Netherlands by a holder of Gold Bullion Securities in respect of or in connection with the acquisition, ownership or transfer of the Gold Bullion Securities.

**(g) The European Savings Directive**

The EU Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) applies, amongst other matters, to payments of interest or other income on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in another EU Member State. In circumstances where the Directive applies, a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries and territories). The Belgian Government has elected to end the transitional period applicable to Belgium and therefore operates the information exchange regime with effect from 1 January 2010. Furthermore, the Luxembourg Government has recently announced to introduce automatic exchange of information on interest income as from 1st January 2015.

A paying agent for these purposes is any economic operator who pays interest or other similar income to, or secures interest or other similar income for, the beneficial owner, and could in relation to Gold Bullion Securities include a Dutch broker effecting the sale of Gold Bullion Securities. A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures.

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission’s advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

## **5. French Taxation**

**(a) General**

**The following summary describes the principal French tax treatment applicable to the holding of the Gold Bullion Securities by a French investor residing in France or outside of France following an offer of the Gold Bullion Securities in France.**

**This information is of a general nature and does not purport to be a comprehensive description of all French tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Gold Bullion Securities. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.**

**This summary is based on the French tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of this Prospectus and**

on the legal qualification of the Gold Bullion Securities as bond instruments, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

Any persons interested in acquiring the Gold Bullion Securities should consult their tax advisers with regard to any tax consequences that may be involved in acquiring, holding, redeeming, selling or gratuitously transferring the Gold Bullion Securities. Only a tax adviser is able to adequately assess the individual tax situation of a specific investor. It should be noted that the Gold Bullion Securities are intended for professional or institutional investors only.

**(b) Investors residing in France**

*Taxation of individuals*

Taxation of capital gains

Capital gains derived from the disposal of the Gold Bullion Securities are taxed at the standard progressive income tax schedule whose top rate is currently 45 per cent. In addition, 15.5 per cent. social contributions are due.

If a French investor disposes of the Gold Bullion Securities at a loss, such loss may be offset against capital gains of the same nature made during the year of the loss or the ten following years, subject to filing obligations.

Taxation of bond redemption premium (*Prime de remboursement*)

Bond redemption payments made to an individual residing in France are taxed according to the standard progressive income tax schedule, whose top rate is currently 45 per cent. Income tax is payable in two steps, in principle. A 24 per cent. tax is paid when the premium is received, such payment being made by the individual or by the paying agent if the latter is established in France. Then, it gives rise to a tax credit which may be set off against income tax due the year after and calculated by applying the standard progressive income tax schedule. The excess tax credit, if any, may be refunded.

As an exception to the above, when interest income – which definition includes redemption premium – received during the calendar year by the individual and her/his spouse or partner does not exceed EUR 2.000, the above 24 per cent. tax is a final levy (i.e. no additional income tax may be due at a later stage).

The above-mentioned social contributions of 15.5 per cent. are also applicable.

*Taxation of companies subject to French corporate income tax*

Taxation of capital gains

Capital gains from the disposal of the Gold Bullion Securities are subject to corporate income tax at the standard rate of 33 1/3 per cent., (or to a reduced rate applicable to small companies where the relevant conditions are met), increased to 34.43 per cent., 35 per cent., 36.1 per cent, in certain circumstances. Capital losses are, in principle, treated as ordinary losses which may be set off against operational profits and any remaining balance carried forward in accordance with standard rules (i.e., unlimited carry forward save specific circumstances).

Taxation of bond redemption premium (*Prime de remboursement*)

Bond redemption premiums are taxed at the above-mentioned standard corporate income tax rate (or to a reduced rate applicable to small companies where the relevant conditions are met). Furthermore, Article 238 *septies* E of the French general tax code (FGTC) may possibly apply. According to the provisions of Article 238 *septies* E, if the estimated value of the redemption premium exceeds the purchase value by 10 per cent. and the issue price is less than 90 per cent. of the estimated redemption value, such premium due to indexation of the principal is partially

taxed before maturity on an annual basis, even though this premium is only collected on disposal or redemption on maturity.

**(c) Investors residing outside of France**

*Taxation of capital gains*

In principle, capital gains realised by investors residing outside of France upon the sale or disposal of Gold Bullion Securities are not subject to capital gains tax in France. The same applies to companies, provided that the Gold Bullion Securities are not booked in a permanent establishment or fixed base in France.

**(d) The European Savings Directive**

The EU Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) applies, amongst other matters, to payments of interest on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in another Member State in the EU. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside (although, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries and territories). A paying agent for these purposes is any economic operator who pays interest or other similar income to, or secures interest for the beneficial owner, and could in relation to Gold Bullion Securities include a French broker effecting the sale of Gold Bullion Securities on a stock or market. A number of non-EU countries and territories including Switzerland have agreed to adopt similar measures (a withholding system in the case of Switzerland).

**6. German Taxation**

**(a) General**

The following is a brief summary of some important principles of German tax law that may be of relevance for investors acquiring, holding, redeeming or selling Gold Bullion Securities. The summary does not fully cover all aspects of German tax law that may be of relevance to Gold Bullion Securities. The summary is based on German tax law as of the date of this prospectus. It should also be noted that the taxation of investors may change at any time as a result of new legislation, court practice or decrees issued by the relevant taxation authorities, potentially with retroactive effect.

German investors interested in acquiring the Gold Bullion Securities should consult their tax advisors with regard to any tax consequences that may be involved in acquiring, holding, redeeming, selling or otherwise transferring the Gold Bullion Securities. Only a tax advisor is able to adequately assess the individual tax situation of a specific investor.

**(b) Taxation of capital gains**

As a consequence of the court case of the German Federal Tax Court (BFH) dated 24 April 2012 structured financial instruments which mirror the performance of an underlying investment without any additional embedded leverage (“Delta 1-instrument”) should not qualify as a so-called “derivative Instrument” (*Termingeschäft*).

There is some uncertainty as to whether gains or losses from the Gold Bullion Securities are to be treated as gains or losses from private sales transactions (*privates Veräußerungsgeschäft*) or from capital claim (*Kapitalforderung*).

*Taxation as private sale transaction (privates Veräußerungsgeschäft)*

The Company has been advised that gains or losses from the sale or the redemption of the Gold Bullion Securities should be treated for German tax purposes as gains or losses from a private

sale transaction (*privates Veräußerungsgeschäft*) rather than as gains or losses from a sale of a capital claim (*Kapitalforderung*).

Treatment for German tax law purposes as a capital claim (*Kapitalforderung*) requires that (i) the Gold Bullion Securities confer a capital claim (*Kapitalforderung*) against the Company and that (ii) either (full or partial) repayment of the investment or a capital income therefrom will be granted or carried out.

The Company believes that the Company and the Applicant, who subscribes for Gold Bullion Securities, at the time of such subscription, economically conclude a custody agreement (*unregelmäßiger Verwahrvertrag*) in respect of a certain amount of gold (the Per Security Entitlement to Gold). Pursuant to such custody agreement the Applicant transfers title of the Per Security Entitlement to Gold to the Company. The Gold Bullion Securities thus confer the right of the Applicant to request return of a relevant quantifiable amount of gold (the Per Security Entitlement to Gold) to the Applicant at the Redemption Date. Pursuant to the terms of the custody agreement the Company is entitled to a Gold Sales Charge which reduces the Per Security Entitlement to Gold to be returned to the Applicant following a Redemption Date on a daily basis. The return of the Per Security Entitlement to Gold to the Applicant should not provide taxable income for the Applicant under German income tax law.

By acquiring the Gold Bullion Securities the Security Holder economically purchases from the Applicant (or from another Security Holder) the right to request return of the Per Security Entitlement to Gold from the Company under the concluded custody agreement at the Redemption Date. By returning a completed valid Redemption Notice the Security Holder will be regarded as claiming performance of the Company's obligations under the custody agreement, i.e. for return of gold.

In case and contrary to the general principle that the Gold Delivery Method applies, where the Security Holder specifically elects for the Gold Sales Method, the Security Holder will be regarded as making use of his contractual right to substitute his original claim for return of gold with a claim for payment of the relevant cash amount. This right for substitution (*Ersetzungsbefugnis*) should not change the legal interpretation of the principal right of the Security Holder to request return of gold conferred by the Gold Bullion Securities. Thus, the Company has been advised that the Gold Bullion Securities should not confer a capital claim (*Kapitalforderung*) against the Company.

Since a claim for the return of the Per Security Entitlement to Gold is an eligible asset for a private sale transaction (*privates Veräußerungsgeschäft*) and the Gold Bullion Securities further do not confer the right to any capital income, and, the Company does not grant repayment of any investment to Security Holders (since the Security Holders only pay a purchase price for the acquisition of the right to request the return of the Per Security Entitlement to Gold), and thus theoretically a total loss of the value of the investment is possible, the Company has been advised that gains or losses from a sale or redemption of Gold Bullion Securities for German tax law purposes should appropriately be treated as gains or losses from private sale transactions (*privates Veräußerungsgeschäft*) and not as gains or losses from the sale or redemption of capital claims (*Kapitalforderung*).

If the gains or losses from a sale or redemption of the Gold Bullion Securities are to be treated as such from private sale transactions (*privates Veräußerungsgeschäft*), any capital gains from the sale or redemption of the Gold Bullion Securities by German individual Security Holders would be subject to German personal income tax and solidarity surcharge thereon only if the Gold Bullion Securities were redeemed or sold within one year after purchase thereof. If the investor has purchased more than one Gold Bullion Security at different times, the Gold Bullion Securities first purchased will be deemed to be first sold. Capital gains are fully subject to German income tax if they solely or together with capital gains from other private sale transactions (*Gewinne aus privaten Veräußerungsgeschäften*) have reached an amount of €600 or more in one calendar year. Capital gains from private sale transactions below this threshold are tax-free. Tax losses realized in such one year period can be set off only against capital gains on other private sale transactions (*Gewinne aus privaten Veräußerungsgeschäften*). If German individual Security Holders hold Gold Bullion Securities, if treated for German tax purposes as set out above, for longer than one year, capital gains from the sale or the redemption thereof are tax-free, but losses are not tax-deductible.



Investors should note, that, in contrary to the above, pursuant to a tax circular dated 22 December 2009 (circular no. IV C 1 – S 2252/08/10004), and as amended by a further tax circular dated 9 October 2012 (circular no. IV C1 – S2252/10/10010) (the “Tax Circular”), issued by the German Ministry of Finance, gains or losses from a note, eligible for listings on stock exchanges, that securitizes the right of the holder to request delivery of gold from the issuer and where such right of the holder is backed by physical gold, would be treated by the German tax authorities as gains or losses from a capital claim (*Kapitalforderung*). This shall also apply if the holder of the note, instead of requesting delivery of gold, is entitled to request payment of the relevant amount of cash from the issuer. Following the issuance of the Tax Circular there is a substantial risk that the German tax authorities would notwithstanding the principles referred to above treat the Gold Bullion Securities as a capital claim (*Kapitalforderung*) as set out in the Tax Circular. In this case gains or losses from the sale or redemption of the Gold Bullion Securities by German tax resident individual Security Holders would be subject to German personal income tax, subject to the flat income tax (*Abgeltungssteuer*) and solidarity surcharge (see below).

In the absence of relevant court decisions from German tax courts following the issuance of the Tax Circular, there is currently uncertainty if the German tax courts (which do interpret German tax law but are not bound by tax circulars issued by the German Ministry of Finance) would treat the gains and losses from the sale or redemption of the Gold Bullion Securities either as gains and losses from private sale transactions (*Gewinne aus privaten Veräußerungsgeschäften*), as the Company believes they should, or as gains and losses from capital claims (*Kapitalforderung*) as set out in the Tax Circular.

**It is therefore highly recommended that German investors consult their tax advisors about the proper treatment of the Gold Bullion Securities for German tax purposes before acquiring Gold Bullion Securities and about the question if and to what extent capital gains or losses from Gold Bullion Securities should be included in their personal income tax return (*Einkommensteuererklärung*).**

If the Gold Bullion Securities are held as business assets (*gewerbliche Einkünfte*), irrespective of the above treatment of the Gold Bullion Securities, all capital gains from the sale or redemption of the Gold Bullion Securities by German Security Holders will be subject to German personal or corporate income tax and solidarity surcharge thereon. In such case gains will also be subject to German trade tax.

If the gains or losses from a sale or redemption of the Gold Bullion Securities are to be treated as gains or losses from private sale transactions (*privates Veräußerungsgeschäft*), as the Company believes they should, German withholding tax should not be imposed on any income or gains arising on the Gold Bullion Securities.

#### *Taxation as capital claims (Kapitalforderung)*

Effective as of 1 January 2009 a new flat income tax (*Abgeltungssteuer*), *inter alia*, on interest income, dividends and capital gains from the disposal of securities held as non-business assets, irrespective of any holding period, has been introduced. The new flat income tax would, in principle, be imposed on private capital income or capital gains derived from capital claims (*Kapitalforderungen*) acquired after 31 December 2008.

If notwithstanding the principles referred to above the Gold Bullion Securities are to be treated as capital claims (*Kapitalforderung*) as set out in the Tax Circular, German individual Security Holders who hold the Gold Bullion Securities as private assets (*Privatvermögen*) would be subject to German personal income tax and solidarity surcharge on any capital gains from the sale or the redemption of the Gold Bullion Securities. The tax rate as a consequence of the flat income tax (*Abgeltungssteuer*) in respect of such capital gains would be 25 per cent. (plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax). However, taxpayers are entitled to apply for a tax assessment on the basis of their net taxable income. In this case the personal income tax will be levied on the gross income. No expenses related to the capital gains except for a lump-sum tax allowance of EUR 801 for individuals and EUR 1602 for married couples subject to German joint taxation will be deductible. If the Gold Bullion Securities are held in custody with a German credit institution or financial service institution (including a German permanent



establishment of a foreign institution) as disbursing agent (inländische auszahlende Stelle), a flat withholding tax (*Abgeltungsteuer*) at a rate of 25 per cent. (plus 5.5 per cent. solidarity surcharge thereon and, if applicable, church tax) is deducted. Payment of the flat withholding tax satisfies any income tax liability of the Security Holder in respect of such income (unless the investor elects to have the tax assessment of such income). Losses from the sale or redemption of the Gold Bullion Securities can be set off only against other capital income (*Einkünfte aus Kapitalvermögen*) of the Security Holder. Losses which cannot be set off in the same calendar year can be carried forward to a limited extent, if a tax loss certificate has been provided by the German paying agent, if applicable.

***It is therefore highly recommended that German investors consult their tax advisors about the proper treatment of the Gold Bullion Securities for German tax purposes before acquiring Gold Bullion Securities and about the question if and to what extent capital gains or losses from Gold Bullion Securities should be included in their personal income tax return (Einkommensteuererklärung).***

**(c) Sale of the Per Security Entitlement to Gold by a Security Holder**

If pursuant to the general principle of the Gold Delivery Method the Security Holder following a Redemption Date receives the Per Security Entitlement to Gold from the Company (in the form of physical gold), capital gains or losses from the later sale of such gold by German individual Security Holders are to be treated as gains or losses from private sale transactions (*privates Veräußerungsgeschäft*). In this case capital gains from such sale would be subject to German personal income tax and solidarity surcharge thereon only if the gold is sold within one year after its purchase.

**The Company has been advised that there are good arguments that regarding the calculation of the one year holding period the Per Security Entitlement of Gold shall be deemed purchased by the Security Holder at that time when the Security Holder purchases the relevant Gold Bullion Securities. However, pursuant to the treatment of the Gold Bullion Securities as set out in the Tax Circular, there is a substantial risk that the German tax authorities would regarding the calculation of the above time period be of the opinion that the gold shall be deemed purchased by the Security Holder at the time when the Security Holder receives the Per Security Entitlement to Gold from the Company.**

Capital gains are fully subject to German income tax if they solely or together with capital gains from other private sale transactions (*Gewinne aus privaten Veräußerungsgeschäften*) have reached an amount of €600 or more in one calendar year. Capital gains from private sale transactions below this threshold are tax-free. Tax losses from the sale of the gold by the Security Holder realized in such one year period can be set off only against capital gains on other private sale transactions (*Gewinne aus privaten Veräußerungsgeschäften*). If German individual Security Holders hold the gold for longer than one year capital gains from the sale or the redemption thereof are tax-free, but losses are not tax-deductible.

If the Per Security Entitlement to Gold delivered to the Security Holder following a Redemption Date is held as business assets by a German Security Holder all capital gains from the later sale of the gold the Security Holder will be subject to German personal or corporate income tax and solidarity surcharge thereon. In such case gains will also be subject to German trade tax.

**(d) Applicability of the Investment Tax Act (Investmentsteuergesetz)**

The Company has been advised that Security Holders holding Gold Bullion Securities will not be subject to the German Investment Tax Act. The Gold Bullion Securities do not constitute a participation of an investor in a foreign investment fund or a foreign unit of foreign investment funds.

**However, it is expected that the German Investment Tax Act will be subject to change in the context of the transposition of the AIFMD into German law. A first draft of the so-called AIFM-Tax-Amendment Act (AIFM-St-AnpG) has been published on 30 January and 17 May 2013. However, the parliamentary process on this new law was stopped on 26 June 2013. The German Ministry of Finance has published on 18 July 2013 a tax circular which**

determines the further application of the German Investment Tax Act until a new law becomes effective. In this context it is discussed by the German regulator BaFin that also “performance tracking debt instruments” may qualify as units in an Alternative Investment Fund (“AIF”). This may also be relevant in the context of an amendment of the German Investment Tax Act. Investors should therefore carefully analyze any changes to the German Investment Tax Act.

**(e) Gift or inheritance tax**

A transfer of the Gold Bullion Securities by way of gift or on death will be subject to German inheritance or gift tax if the Security Holder, or their heir, donee or other beneficiary, is a German resident for German gift or inheritance tax purposes according to the specific rules of the German Gift and Inheritance Tax Act. This may in particular be the case if the Security Holder, heir, donee or other beneficiary is:

- (i) an individual having at the time of the donation or death its residence or habitual abode in Germany or if the individual is a German citizen who has not been living abroad for more than 5 years without having a residence in Germany; or
- (ii) a corporation having its seat or central place of management in Germany,

or the Gold Bullion Securities constitute business assets attributable to a permanent establishment or a permanent representative in Germany.

**(f) Other taxes**

No stamp, issue, registration or similar direct or indirect taxes or duties will be payable in Germany in connection with the issue, delivery or execution of the Gold Bullion Securities, the Global Bearer Certificates or any interest therein. No net asset tax is currently levied in Germany.

There is in particular no German Value Added Tax (VAT) payable when Security Holders acquire or sell Gold Bullion Securities, as the purchase of investment gold (*Anlagegold*) also in the form of certificates which represent legal title or a contractual claim to investment gold is free of VAT. The physical return of gold to German Security Holders following the Redemption Date is free of German VAT if the Company delivers investment gold in the form of a bar or a wafer of weights accepted by the bullion markets and of purity equal or greater than 995 thousandths.

**(g) The European Savings Directive**

On 3 June 2003, the Council of the European Union has adopted directive 2003/48/EC on the taxation of savings income in the form of interest payments (the “**Directive**”). Under this Directive, as implemented into German law, Germany is, as of 1 July 2005, required to provide the tax authorities of other member states with details of certain payments of interest paid or secured by a paying agent established in Germany to or for the benefit of an individual resident in that other member state. These details include but are not limited to details of the respective person considered the beneficial owner.

Gold Bullion Securities are undated secured debt obligations of the Company. However, as no return in respect of Gold Bullion Securities (whether in the form of cash on redemption, or as a result of trading on the stock exchanges) should constitute a payment of interest for the purposes of the Directive, the Company believes that investors in Gold Bullion Securities or their paying agents will not be within the scope of the Directive.

The EU council has published a proposal for amending the directive 2003/48/EC dated 13 November 2008, which may expand the scope of such directive.

**7. Irish Taxation**

**(a) General**

The following summary outlines certain aspects of Irish tax law and practice regarding the ownership and disposition of Gold Bullion Securities. This summary deals only with Gold Bullion Securities held beneficially as capital assets and does not address special classes

of Security Holders such as dealers in securities. This summary is not exhaustive and Security Holders are advised to consult their own tax advisors with respect to the taxation consequences of their ownership or disposition. The comments are made on the assumption that the Company is not resident in Ireland for Irish tax purposes. The summary is based on current Irish taxation legislation and practice of the Irish Revenue Commissioners.

**(b) *Irish Withholding Tax***

Under Irish tax law there is no obligation on the Company to operate any withholding tax on a payment in respect of the Gold Bullion Securities except where such payment has an Irish source. The payment is only likely to be considered to have an Irish source, if, for example, the payment constitutes yearly interest and such interest was paid out of funds maintained in Ireland or where the Gold Bullion Securities were secured on Irish situated assets which it is understood will not be the case. The mere offering of the Gold Bullion Securities to Irish investors will not cause such a payment to have an Irish source.

In certain circumstances collection agents and other persons receiving interest on the Gold Bullion Securities in Ireland on behalf of a Security Holder, will be obliged to operate a withholding tax.

**(c) *Taxation of Income***

Unless exempted, an Irish resident or ordinarily resident Security Holder and a non-resident Security Holder holding Gold Bullion Securities through an Irish branch or agency will be liable to Irish tax on the amount of any interest or other income, including potentially any premium on redemption, received from the Company. Individual Security Holders would also potentially be liable to Pay Related Social Insurance and the universal social charge. Credit against Irish tax on the interest received may be available in respect of any foreign withholding tax deducted by the Company.

**(d) *Taxation of Capital Gains***

Irish resident or ordinarily resident Security Holders and non-resident Security Holders holding Gold Bullion Securities through an Irish branch or agency would potentially be liable to Irish tax on capital gains on any gains arising on a disposal of Gold Bullion Securities. Reliefs and allowances may be available in computing the Security Holder's liability.

**(e) *Stamp Duty***

Transfers of Gold Bullion Securities should not be subject to Irish stamp duty, provided the transfers do not relate to Irish land or buildings or securities of an Irish registered company.

**(f) *Capital Acquisitions Tax***

A gift or inheritance comprising of Gold Bullion Securities will be within the charge to capital acquisitions tax if either (i) the disponent or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponent is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Gold Bullion Securities are regarded as property situated in Ireland. The Gold Bullion Securities could only be considered property situated in Ireland if the register of Gold Bullion Security Holders was maintained in Ireland or, to the extent that certificates are issued in bearer form, the bearer certificates were located in Ireland.

**(g) *Offshore Fund taxation***

While a holding of Gold Bullion Securities could potentially be treated as a material interest in an offshore fund and subject to the more onerous tax provisions applicable to offshore funds, the Irish Revenue Commissioners have indicated to ETFSL that exchange traded commodity linked securities in the nature of the Gold Bullion Securities should not be so treated. As recommended above, Security Holders should obtain independent tax advice in relation to the tax implications of holding and disposing of Gold Bullion Securities.

**(h) Provision of Information**

**(i) Generally**

Security Holders should be aware that where any interest or other payment on Gold Bullion Securities is paid to them by or through an Irish paying agent or collection agent then the relevant person may be required to supply the Irish Revenue Commissioners with details of the payment and certain details relating to the Security Holder. Where the Security Holder is not Irish resident, the details provided to the Irish Revenue Commissioners may, in certain cases, be passed by them to the tax authorities of the jurisdiction in which the Security Holder is resident for taxation purposes.

**(ii) EU Savings Directive**

The Council of the European Union has adopted a directive regarding the taxation of interest income known as the "European Union Directive on the Taxation of Savings Income (Directive 2003/48/EC)".

Ireland has implemented the directive into national law. Any Irish paying agent making an interest payment on behalf of the Company to an individual, and certain residual entities defined in the Taxes Consolidation Act, 1997 resident in another EU Member State and certain associated and dependent territories of a Member State will have to provide details of the payment to the Irish Revenue Commissioners who in turn will provide such information to the competent authorities of the state or territory of residence of the individual or residual entity concerned.

**8. Italian Taxation**

**(a) General**

The information set out below is a summary of certain limited aspects of the Italian tax consequences of the acquisition, ownership and disposition of Gold Bullion Securities and it does not purport to be a comprehensive description of all the tax issues that may be relevant to a decision to purchase Gold Bullion Securities. This summary does not describe any tax consequences arising under the laws of any state, locality or taxing jurisdiction other than Italy. This summary is based on the tax laws of Italy as in effect on the date of this Prospectus, as well as regulations, rulings and decisions of its taxing and other authorities available on or before such date and now in effect. All of the foregoing is subject to change, which change could apply retroactively and could affect the continued validity of this summary. Because it is a general summary, holders of Gold Bullion Securities should consult their own tax advisors as to the Italian or other tax consequences of the purchase, holding and disposition of Gold Bullion Securities including, in particular, the application to their specific situations of the tax aspects discussed below, as well as the application of state, local, foreign or other tax laws. This summary assumes that the Company is not a tax resident nor deemed to be a tax resident of Italy and that the Company does not have (and will not have at any time) a permanent establishment in Italy.

**(b) Tax on income and capital gains**

Provided the Gold Bullion Securities qualify broadly as derivative instruments for the purposes of Italian tax law, which they are expected to do, then the following consequences would apply to a holder in respect of the net cash proceeds received from a redemption or sale of the Gold Bullion Securities over the sum paid by such a holder on their subscription or purchase:

- (i) proceeds from the sale or redemption of the Gold Bullion Securities received by a holder which is (a) an Italian resident corporation or similar commercial entity, (b) an Italian individual engaged in entrepreneurial activities to which the Gold Bullion Securities are effectively connected, or (c) a permanent establishment in Italy of a non-Italian resident to which the Gold Bullion Securities are effectively connected, as well as unrealised gains reported in the statutory financial statement, may have to be included in the relevant holder's taxable income subject to corporate income tax (IRES, currently applicable at a rate of 27.5 per cent.) or to personal income taxation (as business income), as the case may be, according to the ordinary rules. In certain cases, depending on the status of the holder,

proceeds from the sale or redemption of the Gold Bullion Securities may also have to be included in its taxable base for regional income tax on productive activities (IRAP, currently applicable at a rate of 3.9 per cent. IRAP rate may be increased in certain Italian regions and also in accordance with the provisions of Law Decree no. 93 of 27 May 2008, which has been converted into Law no. 126 of 24 July 2008; IRAP rate has also been increased to 4.65 per cent. and 5.9 per cent. by article 23(5) of Law Decree no. 98 of 6 July 2011 for the categories of companies indicated, respectively, under article 6 and article 7 of Legislative Decree no. 446 of 15 December 1997);

- (ii) according to article 5 of Legislative Decree No. 461 of 21 November 1997, capital gains realised by Italian resident individuals, not engaged in entrepreneurial activities to which the Gold Bullion Securities are effectively connected, and by certain other non-commercial entities upon the sale for consideration or redemption of the Gold Bullion Securities are subject to a substitute tax (*imposta sostitutiva*) currently at the rate of 20 per cent. Under the tax return regime (*regime della dichiarazione*), which is the standard regime for taxation of capital gains realised by Italian resident individuals not engaged in an entrepreneurial activity, *imposta sostitutiva* on capital gains is applicable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised in a fiscal year pursuant to all disposals of Gold Bullion Securities and other financial instruments triggering a capital gain that is subject to the same tax regime, carried out during any given fiscal year. These individuals and non-commercial entities must report the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual income tax return to be filed with the Italian tax authorities for such year and pay *imposta sostitutiva* on such gains. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years;
- (iii) as an alternative to the tax return regime, according to article 6 of Legislative Decree No. 461 of 21 November 1997, Italian resident individuals not engaged in entrepreneurial activities to which the Gold Bullion Securities are effectively connected and certain other non-commercial entities may elect to pay the *imposta sostitutiva* separately on the capital gains realised upon each sale or redemption of the Gold Bullion Securities (under a so called “*Risparmio Amministrato*” regime, which is managed through the provision of non discretionary asset management services to the taxpayer). Such a separate taxation of each capital gain is allowed subject to: (a) the Gold Bullion Securities being deposited with an Italian bank, a *Società di Intermediazione Mobiliare* (SIM) or with one of certain other authorised financial intermediaries, (b) each relevant capital gain being realised through such intermediary, and (c) an express election for the *Risparmio Amministrato* regime being timely made in writing by the relevant Gold Bullion Securities Holder. The financial intermediary, also on the basis of the information provided by the taxpayer, accounts for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of Gold Bullion Securities (as well as in respect of capital gains realised at revocation of its mandate and upon other specific circumstances which are deemed to trigger an assignment under this regime), net of any incurred capital loss, and is required to pay the relevant amount of tax to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from proceeds to be credited to the Gold Bullion Securities Holder. Under the *Risparmio Amministrato* regime, where a sale or redemption of Gold Bullion Securities results in a capital loss, such loss may be used to reduce the subsequent capital gains realised in the same tax year and up to the following fourth. All gains that have been subject to the *Risparmio Amministrato* regime do not have to be included in the yearly income tax return of the holder of Gold Bullion Securities;
- (iv) also as an alternative to the tax return regime, according to article 7 of Legislative Decree No. 461 of 21 November 1997, the increase or decrease in the fair market value of the Gold Bullion Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident individuals not engaged in entrepreneurial activities to which the Gold Bullion Securities are effectively connected, and by certain other non-commercial entities, who have elected for the so-called “*Risparmio Gestito*” regime (namely, a regime managed by an authorised intermediary providing discretionary management services), will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, which



is subject to a 20 per cent. *imposta sostitutiva*, applied directly by the authorised asset manager. Under the *Risparmio Gestito* regime, any net depreciation of the managed assets accrued at year end may be carried forward and deducted against future increase in value of the managed assets in the four succeeding years. All gains that have been subject to the *Risparmio Gestito* regime do not have to be included in the yearly income tax return of the holder of Gold Bullion Securities;

- (v) the increase or decrease in the fair market value of the Gold Bullion Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident collective investment funds, which are different from real estate investment funds, and hedge funds are not subject to taxation at the fund's level;
- (vi) the increase or decrease in the fair market value of the Gold Bullion Securities, as well as the gains or losses realised upon the sale for consideration or redemption of the same securities by Italian resident pension funds (subject to the regime provided for by article 17 of Legislative Decree No. 252 of 5 December 2005) are included in the determination of the yearly NAV accrued appreciation or depreciation of the managed assets that is subject to a substitute tax (*imposta sostitutiva*) currently at a rate of 11 per cent.;
- (vii) non-Italian resident holders without a permanent establishment in Italy to which the Gold Bullion Securities are effectively connected are not subject to income tax in Italy on the proceeds realised on the sale of the Gold Bullion Securities, provided that:
  - the Gold Bullion Securities have not been deposited in Italy; or
  - the Gold Bullion Securities have been deposited in Italy and are traded on a regulated market; or
  - the Gold Bullion Securities have been deposited in Italy but are not traded on a regulated market and the beneficial owner of the proceeds from the relevant Gold Bullion Securities (i) complies with certain filing requirements; and (ii) is a resident of a country which allows a satisfactory exchange of information with the Italian tax authorities and certain filing requirements have been complied with by the holder. At the date hereof, the countries which allow a satisfactory exchange of information with the Italian tax authorities are identified by Ministerial Decree of 4 September 1996, as subsequently amended and supplemented. However, according to article 168-bis(1) of Presidential Decree No. 917 of 22 December 1986 (Italian Income Tax Code), a decree still to be issued is proposed to introduce a new list of countries ordered to replace the current one.

The tax treatment of the Gold Bullion Securities described above has been confirmed by the Italian tax authorities decision No. 72/E of 12 July 2010 dealing with the Italian tax treatment of investment in secured exchange commodities ("ETC"). Nevertheless, should the Italian tax authority and/or tax courts take the view that, regardless of the previous position taken by the Italian tax authority in its decision No. 72/E quoted, the Gold Bullion Securities are to be characterised as debt instruments representing so-called "atypical securities" pursuant to Article 8 of Law Decree No. 512 of 30 September 1983, a different tax treatment would apply. In fact, interest and other proceeds deriving from "atypical securities" issued by non-Italian resident issuers are subject to a 20 per cent. withholding tax applied by the Italian resident intermediary intervening in the payment save where held by a commercial partnership, a commercial private and public institution resident in Italy for tax purposes or by an Italian permanent establishment of a non-Italian resident entity. Instead these entities must include the proceeds in their taxable business income, under the same terms as described under paragraph (i) above.

### **(c) Inheritance and Gift taxes**

Law No. 286 of 24 November 2006, which has converted into law, with amendments, Law Decree No. 262 of 3 October 2006, has introduced inheritance and gift tax to be paid at the transfer of assets (such as the Gold Bullion Securities) and rights by reason of death or gift.

As regards the inheritance and gift tax to be paid at the transfer of the Gold Bullion Securities by reason of death or gift, the following rates apply:



- (i) transfers in favour of spouses and direct descendants or direct relatives are subject to an inheritance and gift tax of 4 per cent. on the value of the inheritance or the gift exceeding Euro 1,000,000.00 for each beneficiary;
- (ii) transfers in favour of brothers and sisters are subject to an inheritance and gift tax of 6 per cent. on the value of the inheritance or the gift exceeding Euro 100,000.00 for each beneficiary;
- (iii) transfers in favour of relatives up to the fourth degree or relatives-in-law to the third degree, are subject to an inheritance and gift tax of 6 per cent. on the entire value of the inheritance or the gift;
- (iv) any other transfer is subject to an inheritance and gift tax of 8 per cent. on the entire value of the inheritance or the gift; and
- (v) transfers in favour of seriously disabled persons are subject to an inheritance and gift tax at the relevant rate as described above on the value of the inheritance or the gift exceeding Euro 1,500,000.00 for each beneficiary.

Moreover, an anti-avoidance rule is provided by Law No. 383 of 18 October 2001 for any gift of assets (such as the Gold Bullion Securities) which, if sold for consideration, would give rise to capital gains subject to the *imposta sostitutiva* provided for by Legislative Decree No. 461 of 21 November 1997. In particular, if the donee sells the Gold Bullion Securities for consideration within five years from the receipt thereof as a gift, the donee is required to pay the relevant *imposta sostitutiva* on capital gains as if the gift had never taken place.

**(d) Value Added Tax**

No Italian Value Added Tax (VAT) will be payable by a holder of Gold Bullion Securities in consideration for the issue or transfer of Gold Bullion Securities.

If in return for the redemption of Gold Bullion Securities a Security Holder receives physical gold and the latter is transferred into the Italian territory, Italian VAT may become payable upon the transfer of such physical gold into the Italian territory (unless the physical gold is brought into a bonded or a tax warehouse). Investment gold is zero rated.

**(e) Securities Transfer Tax**

According to Article 37 of Law Decree No. 248 of 31 December 2007, as converted with amendments into Law No. 31 of 28 February 2008, the transfer of the Gold Bullion Securities is not subject to Italian transfer tax.

**(f) Stamp duty**

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 ("Decree 201"), a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries, carrying out their business activity within the Italian territory, to their clients for the Gold Bullion Securities deposited therewith. The stamp duty applies at the current rate of 0.15 per cent.; this stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the Gold Bullion Securities held. The stamp duty can be no lower than €34.20.

**(g) Wealth Tax on securities deposited abroad**

Pursuant to Article 19(18) of Decree 201, Italian resident individuals holding the Gold Bullion Securities outside the Italian territory are required to pay an additional tax at the current rate of 0.15 per cent. This tax is calculated on the market value of the Gold Bullion Securities at the end of the relevant year or – if no market value figure is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

**(h) *The European Savings Directive***

The EU Savings Directive (the “Directive”) came into force on 1 July 2005. The Directive applies, amongst other matters, to payments of interest on debt claims of every kind made by a paying agent in an EU Member State for the benefit of individual investors resident in the EU. In circumstances where the Directive applies, such a paying agent would be under an obligation to provide information to the tax authorities of the EU Member States in which individual investors reside. A paying agent for these purposes is any economic operator who pays interest to, or secures interest for the beneficial owner, and could in relation to Gold Bullion Securities include an Italian broker effecting the sale of Gold Bullion Securities. Gold Bullion Securities are undated secured debt obligations of the Company. However, as no return in respect of Gold Bullion Securities (whether in the form of cash on redemption, or as a result of trading on the ETFplus market of Borsa Italiana S.p.A.) should constitute a payment of interest for the purposes of the Directive, it is not envisaged that holders or their paying agents should be within the scope of the Directive.

## PART 9

### GENERAL INFORMATION

#### 1. Responsibility

Gold Bullion Securities Limited accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Company, which has taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### 2. Incorporation and share capital

- (a) The Company was incorporated as a public limited company in Jersey on 17 March 2004 under Companies (Jersey) Law 1991 (as amended). The Company is registered in Jersey under number 87322 with a registered office address of Ordnance House, 31 Pier Road, St. Helier, Jersey, Channel Islands JE4 8PW. The authorised and issued share capital of the Company is:

Authorised		In Ordinary Shares of £1 each	<i>Issued and fully paid at a premium of £999 each</i>	
Nominal value (£)	Number		Nominal value (£)	Number
10,000	10,000		100	100
Total issued share capital and share premium				£100,000

- (b) All of the issued Ordinary Shares in the Company are held by HoldCo. The Company does not have any subsidiary undertakings.

#### 3. Material contracts

Part 6 (*Description of the Documents*) and paragraph 6 of this Part 9 (*General Information*) contain a description of the contracts (not being contracts entered into in the ordinary course of business) which are or may be material.

#### 4. ISIN of the Gold Bullion Securities

The ISIN of the Gold Bullion Securities is GB00B00FHZ82.

#### 5. Sources

The tables under the heading “Demand and Supply” in Part 3 (*Gold Market Overview*), showing the main sources of demand and supply of gold for the ten year period ended 31 December 2012, has been sourced from Gold Survey 2013, published by Thomson Reuters GFMS and World Gold Council.

The statement under the heading “The London Bullion Market: London Good Delivery” in Part 3 (*Gold Market Overview*) that a gold bar must have a minimum fineness of 99.5 per cent. and a weight of approximately 400 ounces or 12.5 kilograms (although bars are permitted to be between 350 and 430 ounces), is derived from the London Bullion Market Association’s “Good Delivery Rules”.

The information referred to above has been accurately reproduced and, so far as the Company is aware and is able to ascertain from information published by the referenced third party source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

#### 6. Approved Applicant Agreements

The Company and ETFSL have entered into an Approved Applicant Agreement with Merrill Lynch International dated 5 August 2013, a summary of the principal terms of which is set out below.

The Company and ETFSL may enter into Approved Applicant Agreements on similar terms with other new or existing Approved Applicants.

Pursuant to the terms of the Approved Applicant Agreement, the Approved Applicant represents and warrants to the Company that:

- (a) in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of Gold Bullion Securities to the public in that Relevant Member State, except that it may, with effect from and including the Relevant Implementation Date, make an offer of Gold Bullion Securities to the public in that Relevant Member State:
  - (i) if the final terms in relation to the Gold Bullion Securities specify that an offer of those Gold Bullion Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Gold Bullion Securities which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with the Prospectus Directive, *provided that* any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer in accordance with the Prospectus Directive, during the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and *provided further that* the Company has consented in writing to its use for the purpose of that Non-exempt Offer;
  - (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
  - (iii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive); or
  - (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, *provided that* no such offer of Gold Bullion Securities referred to in paragraphs (ii) to (iv) require the Company or the Approved Applicant to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression “**an offer of Gold Bullion Securities to the public**” in relation to any Gold Bullion Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Gold Bullion Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Gold Bullion Securities, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU;

- (b) it has only communicated or caused to be communicated, and will only communicate or cause to be communicated, any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received by it in connection with the issue or sale of any Gold Bullion Securities in circumstances in which section 21(1) of FSMA does not apply to the Company or any Affiliate of the Company;
- (c) it has complied and will comply with all applicable provisions of the FSMA and the United Kingdom financial services regime (including, without limitation, the obligation to treat customers fairly) with respect to anything done by it in relation to any Gold Bullion Securities in, from or otherwise involving the United Kingdom; and

- (d) that neither it nor any of its Affiliates (including any person acting on behalf of it or any of its Affiliates):
  - (i) has knowingly offered or sold or will knowingly offer or sell, except in a transaction exempt from the registration requirements of the Securities Act of 1933 of the United States to a Qualified Purchaser, Gold Bullion Securities within the United States or to a U.S. Person, whether before, on or after the relevant Application date; or
  - (ii) has engaged or will engage in any “directed selling efforts” with respect to Gold Bullion Securities.

Terms used in this paragraph 3(d) have the meanings given to them by Regulation S under the Securities Act of 1933 of the United States.

Further restrictions on offers and sales of Gold Bullion Securities and on the distribution of this Prospectus are set out in paragraph 12 of Part 9 (*General Information*).

The Approved Applicant Agreement may be terminated by any party thereto at any time upon thirty days’ prior written notice to the other parties.

The Company may enter into agreements with institutions to act as Approved Applicants and/or market-makers which may include commitments to make markets on varying terms, but which may include commitments to maintain particular maximum spreads and minimum lot sizes.

## 7. General

- (a) The Company’s auditors are Deloitte LLP of Lord Coutanche House, 66-68 Esplanade, St Helier, Jersey JE4 8WA, who have audited the Company’s annual accounts in accordance with national law since 24 March 2004. The annual reports of the Company for the year ended 31 December 2011 and 31 December 2012 as published by the Company through the Regulatory News Service of the London Stock Exchange on 12 March 2012 and 27 March 2013 respectively are incorporated into this document by reference and are available at the Company’s website at <http://www.etfsecurities.com> and at the registered office of the Company as set out in paragraph 2 of this Part 9 (*General Information*). The financial statements of the Company are prepared in accordance with International Financial Reporting Standards.
- (b) There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) during the 12 months preceding the date of this document which may have or have had during the 12 months preceding the date of this document a significant effect on the Company’s financial position or profitability.
- (c) All Gold Bullion Securities in issue at the date of this document have been admitted to the Official List and admitted to trading on the Main Market of the London Stock Exchange (a Regulated Market). Applications have been made to the UK Listing Authority for the Gold Bullion Securities issued and to be issued within 12 months from the date of this document to be admitted to the Official List and to the London Stock Exchange for such securities to be admitted to trading on the Main Market.
- (d) All Gold Bullion Securities in issue at the date of this document have been admitted to listing on Paris SA (a Regulated Market) since 7 November 2005, the ETFplus market of the Borsa Italiana S.p.A. since 20 April 2007 and the Regulated Market (General Standard) (*Regulierter Markt [General Standard]*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) since 25 April 2007.
- (e) The Company intends to make an application for the Gold Bullion Securities to be admitted to listing on Euronext Brussels. Public trading of such Gold Bullion Securities on Euronext Brussels can occur only after the application for such admission has been approved, which is expected to occur on or after 2 September 2013. There can be no assurance that such admission will necessarily be approved.
- (f) The UK Financial Conduct Authority will remain the competent authority for the purposes of approving all prospectuses published by the Company under the Prospectus Directive.

- (g) The Company intends to publish annual financial statements each year and Final Terms as required by Listing Rules and Transparency Rules. Each Business Day the Company will publish the current Gold Sales Charge Rate and Per Security Entitlement to Gold on its website as described under the heading “Gold Sales Charge and Per Security Entitlement to Gold” in Part 1 (*Information on the Company, ManJer and Gold Bullion Securities*). Save as aforesaid, the Company does not intend to provide post-issuance information.
- (h) Current and historical gold pricing information, including daily prices, can be obtained from the LBMA website at <http://www.lbma.org.uk/>.
- (i) There has been no material adverse change in the financial position or prospects of the Company since 31 December 2012.
- (j) There are no restrictions on the category of potential investors to which Gold Bullion Securities may be offered by financial intermediaries. Only investors who are Approved Applicants may acquire Gold Bullion Securities from the Company.

## **8. Availability of the prospectus**

Copies of this document are available free of charge from the Company on its website at <http://www.etfsecurities.com/retail/uk/en-gb/documents.aspx>.

## **9. Documents available for inspection**

During the duration of the Programme, copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Company:

- (a) the Memorandum and Articles of Association of the Company;
- (b) the Trust Instrument;
- (c) the Security Deed;
- (d) the Custodian Agreements;
- (e) the Gold Sale Counterparty Agreement;
- (f) the Service Agreement;
- (g) the Administration Agreement;
- (h) the Registrar Agreement;
- (i) the Approved Applicant Agreement;
- (j) the agreement between the Company, Clearstream and the Bank dated 20/29 March 2007 (as amended); and
- (k) the annual audited accounts and half-yearly unaudited accounts of the Company.

## **10. Jersey Law Consents**

This Prospectus is prepared, and a copy of it has been sent to the Jersey Financial Services Commission, in accordance with the Collective Investment Funds (Certified Funds – Prospectuses) (Jersey) Order 2012.

The Company has obtained a certificate under the Collective Investment Funds (Jersey) Law, 1988, as amended, (the “**CIF Law**”) to enable it to undertake its functions in relation to Gold Bullion Securities. The Jersey Financial Services Commission is protected by the CIF Law against liability arising from the discharge of its functions thereunder.

Each of ManJer, R&H and the Registrar is registered under the Financial Services (Jersey) Law, 1998, as amended, (the “**Financial Services Law**”) to enable it to undertake its functions in relation to the Gold Bullion Securities. The Jersey Financial Services Commission is protected by the Financial Services Law against liability arising from the discharge of its functions thereunder.



The Jersey Financial Services Commission does not take any responsibility for the financial soundness of the Company or for the correctness of any statements made or expressed in this Prospectus.

#### **11. Consent to use of Prospectus by Financial Intermediaries in certain Member States**

The Company has consented to the use of this Prospectus, and has accepted responsibility for the content of this Prospectus, with respect to subsequent resale or final placement by way of public offer of the Gold Bullion Securities in any of Belgium, France, Germany, Italy, Ireland and the Netherlands by any financial intermediary which is an investment firm within the meaning of MiFID and which is authorised in accordance with MiFID in any member state. Such consent applies to any such resale or final placement by way of public offer during the period of 12 months from the date of this Prospectus unless such consent is withdrawn prior to that date by notice published on the Company's website. Other than the right of the Company to withdraw the consent, no other conditions are attached to the consent described in this paragraph.

**In the event of an offer being made by a financial intermediary, this financial intermediary will provide information to investors on the terms and conditions of the offer at the time the offer is made. Any financial intermediary using this Prospectus for the purpose of any offering must state on its website that it uses this Prospectus in accordance with the consent given and the conditions attached thereto.**

**In the event this Prospectus is used with respect to a subsequent resale or final placement by way of public offer of the Gold Bullion Securities by any financial intermediary in any of the Public Offer Jurisdictions identified above, such Gold Bullion Securities may only be sold: (i) in circumstances in which no obligation arises for the Company to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a Prospectus pursuant to Article 16 of the Prospective Directive, in each case, in relation to such offer; or (ii) in those Public Offer Jurisdictions identified in the Final Terms, provided such offer is made during the Offer Period specified in the applicable Final Terms.**

**In the event of a public offer in one or more Public Offer Jurisdictions, the Gold Bullion Securities may be offered and sold to persons in the relevant Public Offer Jurisdiction who are legally eligible to participate in a public offering of such securities in such jurisdiction under applicable laws and regulations.**

#### **12. Selling Restrictions**

The Gold Bullion Securities are not subject to any restrictions on transferability. The following restrictions on offer and sales apply.

##### *United States*

The Company has imposed the restrictions described below on the Programme so that the Company will not be required to register the offer and sale of Gold Bullion Securities under the Securities Act of 1933 of the United States (the “**Securities Act**”) and to address certain US Internal Revenue Code and other considerations. These restrictions, which will remain in effect until the Company determines in its sole discretion to remove them, may adversely affect the ability of holders of Gold Bullion Securities to trade them.

Gold Bullion Securities have not been and will not be registered under the Securities Act or any other applicable law of the United States. The Company has not been and does not intend to become registered as an investment company under the Investment Company Act and related rules. Gold Bullion Securities are being offered and sold only outside the United States to non-US Persons in reliance on the exemption from registration provided by Regulation S under the Securities Act or to Qualified Purchasers in transactions otherwise exempt from the registration requirements of the Securities Act.

Gold Bullion Securities and any beneficial interest therein may not (except in a transaction exempt from the registration requirement of the Securities Act to a Qualified Purchaser) be reoffered, resold, pledged or otherwise transferred in the United States or to US Persons.

Further restrictions on offers and sales of Gold Bullion Securities and on the distribution of this Prospectus are set out in paragraph 3 of Part 9 (*General Information*).

## DEFINITIONS

The following definitions apply throughout this document, unless the context requires otherwise:

<b>“Administration Agreement”</b>	means the Administration Agreement dated 31 December 2012 between R&H and the Company providing for certain administration and company secretarial services to be provided by R&H to the Company
<b>“Affiliate”</b>	means, in relation to any person, any entity controlled, directly or indirectly, by that person, any entity that controls, directly or indirectly, that person, or any entity directly or indirectly under common control with that person; and for this purpose, “ <b>control</b> ” of any entity or person means ownership of a majority of the voting power of the entity or person
<b>“Applicant” or “Approved Applicant”</b>	means a person who is both (a) a securities house or other market professional approved by the Company and (b) an Authorised Person, an Exempt Person or an Overseas Person; and (c) is not a UCITS Fund
<b>“Approved Applicant Agreement”</b>	means a written agreement between the Company and another person under which such person is appointed to act as an “Approved Participant”, distribution agent or in a substantially similar function in relation to Gold Bullion Securities and if such agreement is subject to conditions precedent, provided that such conditions have been satisfied
<b>“Application”</b>	means an offer by a person to the Company to subscribe for Gold Bullion Securities, being an offer on terms referred to in an Application Form and this document
<b>“Application Form”</b>	means the application form accompanying this document to be used in connection with the Offering
<b>“Approved Counterparty”</b>	means HSBC Bank USA, N.A. or such other financial institution or other entity as may from time to time enter into a Gold Sale Counterparty Agreement with the Company and the Trustee
<b>“Authorised Person”</b>	means a person who is authorised for the purposes of FSMA
<b>“Board”</b>	means the board of directors of the Company
<b>“Business Day”</b>	means a day (excluding weekends, public holidays and any day on which the gold market in London closes prior to 4:00 p.m. (London time)) on which commercial banks generally and the London gold market are open for business in London
<b>“Certificated” or “Certificated Form”</b>	means not in Uncertificated Form
<b>“CIS”</b>	means a scheme that falls within the definition of a “Collective Investment Scheme” within section 235 of FSMA
<b>“Combined Entitlement to Gold”</b>	means (i) in respect of any Gold Bullion Securities, the total of the Per Security Entitlement to Gold of such Gold Bullion Securities, and (ii) in respect of redemption of any Gold Bullion Securities means the total amount of gold to be sold or delivered, as the case may be, in relation to any Gold Bullion Securities which are being redeemed (pursuant to a Redemption Notice or otherwise), being the Per Security Entitlement to Gold on the Redemption Date in respect of such redemption multiplied by the number of Gold Bullion Securities to be redeemed on such date

<b>“Company”</b>	means Gold Bullion Securities Limited, a company incorporated and registered in Jersey whose registered office address is Ordnance House, 31 Pier Road, St. Helier, Jersey, Channel Islands, JE4 8PW
<b>“Conditions”</b>	means the terms and conditions of the Gold Bullion Securities in the form set out in the First Schedule ( <i>Form of Certificate for Securities</i> ) to the Trust Instrument
<b>“Controller”</b>	means, in relation to any company, a person who: <ul style="list-style-type: none"> <li>(a) holds 10 per cent. or more of the shares in such company;</li> <li>(b) is able to exercise significant influence over the management of such company by virtue of his shareholdings in such company;</li> <li>(c) holds 10 per cent. or more of the shares in a parent undertaking of such company;</li> <li>(d) is able to exercise significant influence over the management of the parent undertaking of such company;</li> <li>(e) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in such company;</li> <li>(f) is able to exercise significant influence over the management of such company by virtue of his voting power in such company;</li> <li>(g) is entitled to exercise, or control the exercise of, 10 per cent. or more of the voting power in the parent undertaking of such company; or</li> <li>(h) is able to exercise significant influence over the management of the parent undertaking of such company by virtue of his voting rights</li> </ul>
<b>“CREST”</b>	means the system of paperless settlement of transfers and the holding of securities in Uncertificated Form administered by Euroclear UK & Ireland Limited
<b>“Creation Fee”</b>	means the fee payable by an Applicant to the Company on the creation of Gold Bullion Securities
<b>“Custodian”</b>	means HSBC Bank USA, National Association, a corporation organised under the laws of the United States and an indirectly wholly-owned subsidiary of HSBC, acting through its London branch at 8 Canada Square, London E14 5HQ or such other person (being an LBMA clearing bank member) who provides custody and transfer facilities from time to time pursuant to the Custodian Agreements
<b>“Custodian Agreements”</b>	means the Secured Allocated Account Agreement and the Secured Unallocated Account Agreement
<b>“Defaulted Obligation”</b>	means the failure of the Company to make or procure any payment of cash or delivery of gold in respect of the redemption of any Gold Bullion Securities when due
<b>“Directors”</b>	means the directors of the Company, being at the date of this document the persons whose names are listed as such in “Directors, Secretary and Advisers” below

<b>“Documents”</b>	means this document, the Trust Instrument (and any supplement thereto), the Security Deed, the Custodian Agreements, the Service Agreement, the Gold Sale Counterparty Agreement, the Receipts Account Agreement and the Registrar Agreement
<b>“EEA State”</b>	means a member of the European Economic Area
<b>“Effective Date”</b>	means 23 September 2013 such date, not being less than 30 days from the making of an announcement through RNS, as is specified as the Effective Date in accordance with the terms of such announcement
<b>“ETFSL”</b>	ETF Securities Limited, a company incorporated and registered in Jersey with registered number 88370
<b>“EU”</b>	means the European Union
<b>“Euro” or “€”</b>	means the lawful currency of the member states of the EU that adopt the single currency
<b>“Euroclear”</b>	means the system of paperless settlement trades used in France and administered by Euroclear France
<b>“Exempt Person”</b>	means a person acting in the course of a business comprising a regulated activity in relation to which it is exempt from the need to be an Authorised Person as a result of a provision of FSMA or associated secondary legislation
<b>“FCA”</b>	means the Financial Conduct Authority of the United Kingdom
<b>“FCA Glossary”</b>	means the glossary giving the meaning of the defined expressions used in the Handbook (as amended)
<b>“Final Terms”</b>	means a document constituting “final terms” relating to an issue of Gold Bullion Securities to be issued by the Company in or substantially in a form annexed hereto
<b>“Fixing”</b>	means in relation to any day on which the London bullion market, operated by the LBMA is open for business, the price fixing process or processes conducted under the rules and procedures of the LBMA to determine a price for gold on that day at that Fixing
<b>“Fixing Price”</b>	means in relation to any Fixing, the price determined by the Fixing
<b>“FSMA”</b>	means the Financial Services and Markets Act 2000
<b>“Gold Accounts”</b>	means the Secured Allocated Account and the Unallocated Accounts
<b>“Gold Bullion Securities”</b>	means the “Gold Bullion Securities” of the Company constituted by the Trust Instrument
<b>“Gold Delivery Method”</b>	means the method used by the Company to discharge the Company’s Redemption Obligations by way of delivery of gold on redemption of a Gold Bullion Security, as set out in the Conditions
<b>“Gold Sale Counterparty Account”</b>	means in relation to any Approved Counterparty such unallocated gold account of such Approved Counterparty as may be specified in or pursuant to the applicable Gold Sale Counterparty Agreement
<b>“Gold Sale Counterparty Agreement”</b>	means an agreement entered into by the Company, the Trustee and a financial institution or other entity providing for the sale from time to time at the request of the Trustee of gold attributable to or forming part of the Secured Property

<b>“Gold Sale Method”</b>	means the method used by the Company to discharge the Company’s Redemption Obligations, by way of sale of gold and payment of the proceeds, on redemption of a Gold Bullion Security, as set out in the Conditions
<b>“Gold Sales Charge”</b>	means the amount of gold which may be debited from the Secured Gold Accounts at the end of each month and paid to the Company, which shall be calculated as the Gold Sales Charge Rate times the Combined Entitlement to Gold of all outstanding Gold Bullion Securities on each day during that month
<b>“Gold Sales Charge Rate”</b>	means 0.40 per cent. per annum, which rate may be varied by the Company at any time, but only after giving three months’ prior written notice to all Security Holders (to be released through the RNS)
<b>“Good Delivery”</b>	means the refining standard and weights set by the LBMA for gold bars as set out in “The Good Delivery Rules for Gold and Silver Bars” published by the LBMA
<b>“Handbook”</b>	means the FCA’s Handbook of Rules and Guidance as amended
<b>“HoldCo”</b>	means ETFS Holdings (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106817
<b>“HSBC”</b>	means HSBC Holdings plc
<b>“HSBC Group”</b>	means HSBC and its subsidiaries
<b>“Insolvency Event”</b>	means any proceedings being commenced or order being made by any competent court for, or any resolution being passed by the Company to apply for, a winding-up or dissolution of the Company (other than an amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or proceedings for winding-up or dissolution which are being contested in good faith and are discharged within 20 Business Days) or a declaration being made declaring the assets of the Company <i>en désastre</i> pursuant to the Bankruptcy ( <i>Désastre</i> ) (Jersey) Law 1990, as amended, or any application being made or other steps being taken for the appointment of an administrator in relation to the Company, or any appointment being made of a receiver, administrative receiver, administrator or similar official in relation to the Company or its assets or any distress or execution being levied or enforced upon or sued out against, or any encumbrancer (other than the Trustee) taking possession of, the assets of the Company and any other analogous or similar proceedings or events occurring in any jurisdiction or the Company ceasing or threatening to cease to carry on business or being or being deemed to be, unable to pay its debts as they become due
<b>“Jersey”</b>	means the Island of Jersey, Channel Islands
<b>“LBMA”</b>	means The London Bullion Market Association
<b>“Listing”</b>	means the admission of Gold Bullion Securities to the Official List becoming effective in accordance with the Prospectus Rules and admission of such securities to trading on the Main Market of the London Stock Exchange
<b>“Listing Rules”</b>	means the Listing Rules of the UK Listing Authority from time to time made under Section 73A of FSMA

<b>“London AM Fix”</b>	means the morning session of the twice daily fix of the price of an ounce of gold which starts at 10:30 a.m. (London time) and is performed in London by the five members of the London gold fix
<b>“London Stock Exchange”</b>	means London Stock Exchange plc
<b>“ManJer”</b>	means ETFS Management Company (Jersey) Limited, a company incorporated and registered in Jersey, with registered number 106921
<b>“MiFID”</b>	means EU Directive 2004/39/EC (the Markets in Financial Instruments Directive)
<b>“NIPS Code”</b>	means the Non-Investment Products Code for principals and broking firms in the wholesale markets, a voluntary code covering wholesale bullion, wholesale deposits and the foreign exchange market in the UK. The NIPS code is prepared by market practitioners co-ordinated by the Foreign Exchange Joint Standing Committee, the Sterling Money Markets Liaison Group and the Management Committee of the LBMA and is intended as guidance on what is currently believed to be good market practice
<b>“Offering”</b>	means the continuous offering for subscription of up to 1,000,000,000 Gold Bullion Securities, as described in this document
<b>“Official List”</b>	means the Official List maintained by the UK Listing Authority for the purposes of Part VI of FSMA
<b>“outstanding”</b>	<p>means in relation to the Gold Bullion Securities, all the Gold Bullion Securities issued and in respect of which there is for the time being an entry in the Register other than:</p> <ul style="list-style-type: none"> <li>(a) a Gold Bullion Security which has been redeemed and cancelled pursuant to the Trust Instrument; and</li> <li>(b) a Gold Bullion Security which has been purchased and cancelled pursuant to the Trust Instrument;</li> </ul> <p>PROVIDED THAT for each of the following purposes, namely:</p> <ul style="list-style-type: none"> <li>(i) the right to attend and vote at any meeting of the Security Holders or any of them;</li> <li>(ii) the determination of how many and which Gold Bullion Securities are for the time being outstanding for the purposes of Clauses 8.1(b) and 9.1 and paragraphs 1, 3, 4 and 7 of the Third Schedule (Provisions for Meetings of Security Holders) of the Trust Instrument, and Clause 7.2(b) of the Security Deed;</li> <li>(iii) any discretion, power or authority (whether contained in the Trust Instrument, the Conditions or the Security Deed or vested by operation of law) which the Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Security Holders or any of them; and</li> <li>(iv) the determination by the Trustee whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the Security Holders or any of them,</li> </ul> <p>Gold Bullion Securities (if any) which are for the time being held by, for the benefit of, or on behalf of, (A) the Company, (B) any parent undertaking of the Company, (C) any Subsidiary of the</p>



	Company, (D) any individual Controller or (E) any person controlled by any such persons listed in (A) to (E) above shall (unless and until ceasing to be so held) be deemed not to remain outstanding and accordingly the holders of such Gold Bullion Securities shall be deemed not to be Security Holders
<b>“OTC”</b>	means the global over-the-counter market for the trading of gold
<b>“Overseas Person”</b>	means a person whose activities are not subject to the prohibition in section 19 of FSMA by virtue of its not carrying on such activities in the United Kingdom, whose head office is situated outside the United Kingdom and whose ordinary business involves carrying on activities of the kind specified by any of articles 14, 21, 25, 37, 40, 45, 51, 52 and 53 or, so far as relevant to any of those articles, article 64 of the RAO (or would do so apart from any exclusion from any of those articles made by the RAO)
<b>“parent undertaking”</b>	means, in relation to any company, a person who: <ul style="list-style-type: none"> <li>(a) holds a majority of the voting rights in that company; or</li> <li>(b) is a member of that company and has the right to appoint or remove a majority of its board of directors; or</li> <li>(c) has the right to exercise a dominant influence over such company: <ul style="list-style-type: none"> <li>(i) by virtue of the provisions contained in that company’s memorandum or articles of association: or</li> <li>(ii) by virtue of a control contract, or</li> </ul> </li> <li>(d) is a member of the company and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in the company</li> </ul>
<b>“Per Security Entitlement to Gold”</b>	means 99.550959 per cent. of one-tenth of a fine troy ounce of gold as at 1 July 2005 reducing daily as described in “Gold Sales Charge and Per Security Entitlement to Gold” in Part 1 ( <i>Information on the Company, ManJer and Gold Bullion Securities</i> )
<b>“PRA”</b>	means the Prudential Regulation Authority of the United Kingdom
<b>“Programme”</b>	means the programme for the issuance of Gold Bullion Securities provided by this document or, where the context requires, any previous prospectus or listing particulars issued by the Company relating to the Gold Bullion Securities
<b>“Prospectus Directive”</b>	means Directive 2003/71/EC of the European Union
<b>“Prospectus Rules”</b>	means the prospectus rules of the UK Listing Authority from time to time made under Section 73A of FSMA
<b>“R&amp;H”</b>	means R&H Fund Services (Jersey) Limited
<b>“RAO”</b>	means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 made under FSMA
<b>“Receipts Account”</b>	means any account established with an Approved Counterparty in the name of the Trustee as legal mortgagee pursuant to the Security and pursuant to the Receipts Account Agreement, into

	which the Approved Counterparty shall pay any amounts payable by it in settlement of transactions pursuant to any Counterparty Agreement (if such amounts are not paid directly to the relevant Security Holder)
<b>“Receipts Account Agreement”</b>	means agreement between the Company, the Trustee and an Approved Counterparty pursuant to which a Receipts Account shall be established and operated
<b>“Redemption Date”</b>	<p>means (subject to adjustment pursuant to Condition 2.5 (<i>Gold Sale Method</i>)):</p> <ul style="list-style-type: none"> <li>(a) in relation to a redemption of Gold Bullion Securities at the request of a Security Holder, the date which is later of: <ul style="list-style-type: none"> <li>(i) three Business Days after the date upon which a valid Redemption Notice is received by the Company from such Security Holder; and</li> <li>(ii) the date on which the delivery of gold or payment of cash, as the case may be, is required to be made by the Company in respect of the redemption of such Gold Bullion Security, as specified in the relevant Redemption Notice by the relevant Security Holder; and</li> </ul> </li> <li>(b) in relation to a compulsory redemption of Gold Bullion Securities as required by the Company, the date on which the delivery of gold or payment of cash, as the case may be, is required to be made by the Company in respect of such redemption as specified in its notice of redemption to Security Holders; and</li> <li>(c) in relation to a redemption of Gold Bullion Securities as required by the Trustee following the occurrence of an Insolvency Event, the date falling 20 Business Days following the Trustee giving the Company notice requiring such redemption</li> </ul>
<b>“Redemption Fee”</b>	means the fee payable by a Security Holder on the redemption of Gold Bullion Securities pursuant to Condition 2.8 ( <i>Redemption Fee</i> )
<b>“Redemption Instructions”</b>	means the instructions provided by a Security Holder redeeming a Gold Bullion Security to the Company which, in the Company’s reasonable opinion, are sufficient to allow the Company to effect the redemption of that Gold Bullion Security in accordance with the applicable Redemption Method
<b>“Redemption Method”</b>	means, in relation to the redemption of a Gold Bullion Security, either the Gold Delivery Method or the Gold Sale Method, as specified by the relevant Security Holder or the Company (as the case may be) in the relevant Redemption Notice or otherwise notified to the Security Holder by the Company
<b>“Redemption Notice”</b>	means a notice by a Security Holder, the Trustee or the Company exercising its right to require the redemption of all or (in the case of a notice by a Security Holder) any Gold Bullion Securities pursuant to the Conditions, which in the case of such notice by a Security Holder shall contain its Redemption Instructions
<b>“Redemption Obligations”</b>	means the obligation of the Company on redemption of a Gold Bullion Security to pay cash, if the Gold Sale Method applies, or

	to deliver gold, if the Gold Delivery Method applies, to the relevant Security Holder in accordance with the Conditions
<b>“Register”</b>	means the register of holders of Gold Bullion Securities kept and maintained by the Registrar
<b>“Registered Address”</b>	means, in relation to a Security Holder, whether or not there is one or more than one Security Holder registered in respect of that Gold Bullion Security, the last single address recorded in the Register in respect of that Gold Bullion Security
<b>“Registrar”</b>	means Computershare Investor Services (Jersey) Limited, Queensway House, Hilgrove Street, St. Helier, Jersey, Channel Islands, JEI IES or such other person as may be appointed by the Company from time to time to maintain the Register of Gold Bullion Securities
<b>“Registrar Agreement”</b>	means the registrar agreement dated 24 March 2004 between the Registrar, the Trustee and the Company
<b>“Regulated Market”</b>	means a regulated market for the purposes of MiFID
<b>“Relevant Approved Counterparty”</b>	in respect of the redemption of Gold Bullion Securities using the Gold Sale Method: <ul style="list-style-type: none"> <li>(i) if there is only one Approved Counterparty, means the Approved Counterparty so appointed pursuant to a Gold Sale Counterparty Agreement; and</li> <li>(ii) if there is more than one Approved Counterparty, means the Approved Counterparty selected by the Company to purchase the relevant gold on the redemption of such Gold Bullion Securities</li> </ul>
<b>“RNS”</b>	means the London Stock Exchange's Regulatory News Service
<b>“Sale Costs”</b>	means any costs and expenses of effecting any sale of gold and/or exchange of currencies pursuant to the Gold Sale Method which shall include, without limitation, storage costs, insurance costs and any applicable sales and transfer taxes associated with such sale
<b>“Secured Allocated Account”</b>	means the allocated gold account number 18899 established in the name of the Trustee as legal mortgagee pursuant to the Security with the Custodian pursuant to the Secured Allocated Account Agreement
<b>“Secured Allocated Account Agreement”</b>	means the Secured Allocated Account Agreement dated 24 March 2004 between the Company, the Trustee (as legal mortgagee pursuant to the Security), and the Custodian pursuant to which the Secured Allocated Account is established and operated
<b>“Secured Gold”</b>	means all gold (whether in allocated or unallocated form) comprised within the Secured Property, being the gold in the Secured Gold Accounts
<b>“Secured Gold Accounts”</b>	means the Secured Allocated Account and the Secured Unallocated Account
<b>“Secured Property”</b>	means: <ul style="list-style-type: none"> <li>(a) all gold credited to the Secured Gold Accounts;</li> </ul>

	<ul style="list-style-type: none"> <li>(b) the rights of the Company in respect of the Secured Gold Accounts including all rights of the Company in the Custodian Agreements;</li> <li>(c) all rights of the Company under any Gold Sale Counterparty Agreement and any transactions thereunder; and</li> <li>(d) all rights of the Company in respect of any Receipts Account including all rights of the Company in any Receipts Account Agreement</li> </ul>
<b>“Secured Unallocated Account”</b>	means the unallocated gold account, number 18899 established in the name of the Trustee as legal mortgagee pursuant to the Security with the Custodian pursuant to the Secured Unallocated Account Agreement
<b>“Secured Unallocated Account Agreement”</b>	means the Secured Unallocated Account Agreement dated 24 March 2004 (as amended) between the Company, the Trustee and the Custodian pursuant to which the Secured Unallocated Account is established and operated
<b>“Security”</b>	means the security constituted by the Security Deed
<b>“Security Deed”</b>	means the security deed dated 24 March 2004 between the Company and the Trustee creating a first fixed charge over the Secured Property for the benefit of the Trustee and the Security Holders
<b>“Security Holder”</b>	means the registered holder of a Gold Bullion Security as shown in the Register
<b>“Service Agreement”</b>	means the Service Agreement dated 17 October 2008 between ManJer and the Company providing for certain services to be provided by ManJer to the Company in relation to the Gold Bullion Securities
<b>“Sterling” or “£”</b>	means the lawful currency of the United Kingdom
<b>“Subscription Unallocated Account”</b>	means the unallocated gold account, number 18897 established by the Company with the Custodian in the name of the Company pursuant to the Subscription Unallocated Account Agreement
<b>“Subscription Unallocated Account Agreement”</b>	means the Subscription Unallocated Account Agreement dated 24 March 2004 between the Company and the Custodian pursuant to which the Subscription Unallocated Account is established and operated
<b>“Subsidiary”</b>	<p>means, in relation to any person (the “first Person”) at any particular time, any other person (the “second Person”):</p> <ul style="list-style-type: none"> <li>(a) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or</li> <li>(b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person</li> </ul>
<b>“Tax”</b>	means any VAT, tax, income tax, capital gains tax, corporation tax, goods and services tax, withholding tax, stamp, financial institutions, registration and other duties, bank accounts debits

	tax, import/export tax or tariff and any other taxes, levies, imposts, deductions, interest, penalties and charges imposed or levied by a government or government agency
<b>“Transparency Rules”</b>	means the disclosure rules and transparency rules of the UK Listing Authority from time to time, made under section 73A of FSMA
<b>“Trustee”</b>	means The Law Debenture Trust Corporation p.l.c. appointed as such for the Trust Instrument and includes any subsequent trustee or any nominee, custodian, delegate or agent of the Trustee as the context requires
<b>“Trust Instrument”</b>	means the Trust Instrument dated 24 March 2004 between the Company and the Trustee constituting the Gold Bullion Securities
<b>“UCITS Fund”</b>	means a collective investment scheme which in accordance with the UCITS directive (Council Directive No. 85/611/EEC) is an undertaking for collective investment in transferable securities subject to that directive and includes a UCITS Scheme
<b>“UCITS Scheme”</b>	means a scheme that falls within the definition of a “UCITS Scheme” contained in the FCA Glossary
<b>“UK Listing Authority”</b>	means the FCA acting in its capacity as the competent authority for the purposes of Part VI of FSMA or any successor enactment
<b>“Unallocated Accounts”</b>	means the Secured Unallocated Account and the Subscription Unallocated Account
<b>“Uncertified Form”</b>	means recorded on the Register as being held in uncertificated form, title to which, by virtue of the Jersey Companies (Uncertificated Securities) (Jersey) Order 1999, is to be transferred by means of CREST
<b>“United Kingdom” or “UK”</b>	means United Kingdom of Great Britain and Northern Ireland
<b>“US dollars” or “US\$”</b>	means the lawful currency of the United States dollars
<b>“VAT”</b>	means value added tax

References in this document to a particular time are, unless otherwise stated, references to the time applicable in London, United Kingdom.

Unless the context otherwise requires, references in this document to any agreement or documents includes a reference to such agreement or document, as amended, varied, novated, supplemented or replaced from time to time and unless otherwise stated or the context otherwise requires, references in this document to any statute or any provision of any statute include a reference to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or any such modification or re-enactment, in each case in force as at the date of this Prospectus.

## DIRECTORS, SECRETARY AND ADVISERS

<b>Directors of the Company</b>	<p>Graham Tuckwell Graeme Ross Joseph Roxburgh Mark Weeks</p> <p>All the directors are non-executive</p>
<b>Secretary of the Company</b>	R&H Fund Services (Jersey) Limited
<b>Registered Office of the Company and address of the directors and secretary of the Company</b>	<p>The address of all the directors and of the Secretary of the Company is the registered office of the Company which is:</p> <p>Ordnance House 31 Pier Road St. Helier, Jersey Channel Islands JE4 8PW</p>
<b>Custodian</b>	<p>HSBC Bank USA, N.A., London Branch 8 Canada Square London E14 5HQ</p>
<b>Trustee</b>	<p>The Law Debenture Trust Corporation p.l.c. Fifth Floor, 100 Wood Street, London EC2V 7EX</p>
<b>English Legal Advisers to the Company</b>	<p>Dechert LLP 160 Queen Victoria Street London EC4V 4QQ</p>
<b>English Legal Advisers to the Trustee</b>	<p>Simmons &amp; Simmons LLP CityPoint 1 Ropemaker Street London EC2Y 9SS</p>
<b>Jersey Legal Advisers to the Company</b>	<p>Mourant Ozannes 22 Grenville Street St. Helier Jersey JE4 8PX Channel Islands</p>
<b>French Legal Advisers to the Company</b>	<p>Simmons &amp; Simmons LLP 5 Boulevard de la Madeleine 75001 Paris France</p>
<b>Italian Legal Advisers to the Company</b>	<p>Studio Legale Cieri Crocenzi Via A. Bertoloni, 41 00197 Roma Italy</p>
<b>German Legal Advisers to the Company</b>	<p>Dechert LLP Erika-Mann Straße, 5 80636 Munich Germany</p>



<b>German Listing and Paying Agent</b>	HSBC Trinkaus & Burkhardt AG Königsallee 21/23 40212 Düsseldorf Germany
<b>Belgian Legal Advisers to the Company</b>	Dechert LLP 480 Avenue Louise, Box 13A 1050 Brussels Belgium
<b>Dutch Legal Advisers to the Company</b>	Stibbe Strawinskylaan 2001, Postbus 75640 1070 AP Amsterdam The Netherlands
<b>Jersey Legal Advisers to the Trustee</b>	Ogier & Le Masurier Whiteley Chambers Don Street St. Helier Jersey JE4 9WG Channel Islands
<b>Irish Legal Advisers to the Company</b>	A&L Goodbody IFSC North Wall Quay Dublin 1 Ireland
<b>Auditors of the Company</b>	Deloitte LLP Lord Coutanche House 66-68 Esplanade St Helier Jersey JE4 8WA Channel Islands  Deloitte LLP is authorised by the Jersey Financial Services Commission to be appointed auditor of a Jersey incorporated company under Article 109 of the Companies (Jersey) Law 1991.
<b>Registrar</b>	Computershare Investor Services (Jersey) Limited Queensway House Hilgrove Street St. Helier Jersey JE1 1ES Channel Islands

## ANNEX 1

### FORM OF THE GLOBAL BEARER CERTIFICATE

#### **Inhaber-Sammelzertifikat**

für

• Gold Bullion Namensschuldverschreibungen

der

#### **Gold Bullion Securities Limited**

Ordinance House, 31 Pier Road, St Helier, Jersey, Channel Islands, JE4 8PW  
eingeteilt in Teilschuldverschreibungen im Nennbetrag von je US\$0,00001

Für dieses Inhaber-Sammelzertifikat hält die Clearstream Banking Aktiengesellschaft mit Sitz in Frankfurt am Main, Bundesrepublik Deutschland (im folgenden "Clearstream" genannt), als Deckung • Gold Bullion Namensschuldverschreibungen (im folgenden "Schuldverschreibungen" genannt) der Gold Bullion Securities Limited, Jersey, Channel Islands (im folgenden "Gesellschaft" genannt). Die durch den Treuhandvertrag vom 24. März 2004 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert, und in Namensteilschuldverschreibungen mit einem Nennbetrag von je US\$ 0,00001 eingeteilt. Die Schuldverschreibungen sind auf Vidacos Nominees Limited, London, England, eingetragen und in einem bei der Citibank N.A., London, England, unterhaltenen Sonderdepot verwahrt. Jeder Miteigentümer dieses Sammelzertifikats ist berechtigt, jederzeit von Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von Schuldverschreibungen der Gesellschaft auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister, zu verlangen.

Im Übrigen gelten die diesem Inhaber-Sammelzertifikat beigefügten Zertifikatsbedingungen, die Bestandteil dieser Urkunde sind.

Frankfurt am Main, den . . .

Clearstream Banking  
Aktiengesellschaft

## ANNEX 2

### TEXT OF THE CONDITIONS OF THE GLOBAL BEARER CERTIFICATE

#### Zertifikatsbedingungen

1. Dieses Inhaber-Sammelzertifikat trägt die Unterschriften zweier Vorstandsmitglieder oder eines Vorstandsmitgliedes und eines Prokuristen der Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Bundesrepublik Deutschland, (im folgenden "Clearstream" genannt).
2. Jeder Miteigentümer dieses Inhaber-Sammelzertifikats ist berechtigt, jederzeit von der Clearstream die Auslieferung und Registrierung einer seinem Miteigentumsanteil entsprechenden Stückzahl von Gold Bullion Namensschuldverschreibungen (im folgenden "Schuldverschreibungen" genannt) der Gold Bullion Securities Limited, Jersey, Channel Islands (im folgenden "Gesellschaft" genannt), auf seinen Namen oder den Namen eines von ihm benannten Dritten in das maßgebliche Schuldverschreibungsregister zu verlangen. Die durch den Treuhandvertrag vom 24. März 2004 zwischen der Gesellschaft und der The Law Debenture Trust Corporation p.l.c. (im folgenden "Treuhandvertrag") begründeten Schuldverschreibungen sind, wie im Treuhandvertrag näher dargelegt, besichert und in Namensteilschuldverschreibungen mit einem Nennbetrag von je US\$ 0,00001 eingeteilt. Einen entsprechenden Auftrag hat der Miteigentümer der Clearstream über seine Depotbank zu erteilen, wobei die Lieferadresse bzw. die Adresse, an welche die Urkunde bezüglich der Eintragung in das Schuldverschreibungsregister durch den Registrar versandt werden soll, angegeben sein muss.

Außer der von der Clearstream im Rahmen des § 315 des Bürgerlichen Gesetzbuches bestimmten Gebühr für die Auslieferung bzw. Übertragung hat der Miteigentümer etwaige mit der Auslieferung bzw. Übertragung und Umschreibung entstehende sonstige Kosten, Steuern, Gebühren oder Abgaben zu tragen.

Die Auslieferung von Einzelstücken aus diesem Inhaber-Sammelzertifikat kann von den Miteigentümern nicht verlangt werden.

3. Die Clearstream vermittelt dem Miteigentümer über dessen Depotbank nach Maßgabe seines Anteils am Inhaber-Sammelzertifikat grundsätzlich alle Rechte aus den Schuldverschreibungen, soweit sie ihr nach Maßgabe des englischen Rechts bzw. des Rechts von Jersey, Channel Islands, zustehen.

Zinsen, Ausschüttungen, Kapital und etwaige sonstige Barzahlungen leitet die Clearstream an den Miteigentümer weiter.

Im Übrigen gelten die von der Clearstream gegebenenfalls bekanntzugebenden Fristen und Bedingungen.

Sämtliche Zahlungen an den Miteigentümer erfolgen nach Maßgabe der jeweils geltenden Devisenvorschriften in EURO, es sei denn, dass der Miteigentümer rechtzeitig vor Fälligkeit Zahlung in USD (United States Dollars) verlangt hat.

4. Ein etwaiges Stimmrecht anlässlich einer Gläubigerversammlung wird die Clearstream grundsätzlich nicht ausüben. Sie wird dem Miteigentümer oder einem von diesem benannten Dritten auf Verlangen eine Vollmacht zur Ausübung des Stimmrechts erteilen lassen.

Die Gesellschaft hat sich verpflichtet, die Tagesordnung von Gläubigerversammlungen sowie die Voraussetzungen zur Teilnahme an der Gläubigerversammlung und zur Ausübung des Stimmrechts im Vorfeld einer solchen Gläubigerversammlung bekanntzugeben.

5. Sollte die Ausgabe des Inhaber-Sammelzertifikats zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, irgendwelchen Steuern, Gebühren oder Abgaben unterliegen, so haben die Miteigentümer diese Steuern, Gebühren oder Abgaben nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat zu tragen.

Die Clearstream ist berechtigt, Steuern, Gebühren oder Abgaben, denen sie zu irgendeinem Zeitpunkt in der Bundesrepublik Deutschland oder auf Jersey, Channel Islands, allein auf Grund der Tatsache unterworfen wird, dass sie die Schuldverschreibungen hält, auf alle Miteigentümer nach Maßgabe ihrer Anteile am Inhaber-Sammelzertifikat umzulegen.

6. Treten aus irgendeinem Grunde an die Stelle der Schuldverschreibungen andere Schuldverschreibungen oder ein sonstiger Vermögenswert, so wandelt sich das Recht der Miteigentümer auf die Schuldverschreibungen in ein Recht auf den Ersatzgegenstand. Die Zertifikatsbedingungen gelten dann sinngemäß.
7. Die Clearstream ist berechtigt, die Citibank N.A., London, England (im folgenden "Verwahrer" genannt) in ihrer Funktion als Verwahrer oder die Vidacos Nominees Limited, London, England (im folgenden "Nominee" genannt) in ihrer Funktion als Nominee durch eine andere Person zu ersetzen. Die Haftung der Clearstream beschränkt sich hierbei auf die sorgfältige Auswahl. Unberührt bleibt die Befugnis der Clearstream, die Funktion des Verwahrers oder des Nominees selbst wahrzunehmen. Im Fall der Ersetzung des Verwahrers oder des Nominees gelten alle Bezugnahmen auf den Verwahrer bzw. den Nominee in diesen Bedingungen als Bezugnahmen auf den neuen Verwahrer bzw. Nominee.
8. Werden die Schuldverschreibungen in einer die Mitwirkung der Clearstream in dieser Form nicht mehr erfordernden Weise an deutschen Wertpapierbörsen lieferbar oder wird die Zulassung der Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat zum Handel und zur amtlichen Notierung an deutschen Wertpapierbörsen zurückgenommen, so wird die Clearstream die Miteigentümer auffordern, ihr einen Auftrag gemäß Ziffer 2. Abs. 1 zu erteilen. Wird dieser Auftrag nicht innerhalb einer Frist von 3 Monaten seit Veröffentlichung der Aufforderung erteilt, so ist die Clearstream nach ihrem Ermessen berechtigt, die Eintragung der Schuldverschreibungen auf den Namen des Miteigentümers oder eines in der Aufforderung benannten Dritten zu veranlassen und die Schuldverschreibungen bei einer in der Aufforderung angegebenen Stelle für den Miteigentümer auf dessen Kosten und Gefahr zu hinterlegen. Damit erlöschen sämtliche Pflichten der Clearstream aus dem Inhaber-Sammelzertifikat.
9. Alle das Inhaber-Sammelzertifikat betreffenden Bekanntmachungen werden in mindestens je einem überregionalen Börsenpflichtblatt der deutschen Wertpapierbörsen veröffentlicht werden, an denen die Schuldverschreibungen in Form von Miteigentumsanteilen am Inhaber-Sammelzertifikat gehandelt und amtlich notiert werden.
10. Die Miteigentümer tragen anteilig alle wirtschaftlichen und rechtlichen Nachteile und Schäden, die den für das Inhaber-Sammelzertifikat als Deckung gehaltenen Bestand an Schuldverschreibungen infolge höherer Gewalt, Regierungserlassen, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder anderer Umstände treffen sollten, die die Clearstream oder der Verwahrer nicht zu vertreten haben.

Die Clearstream wird alle Verpflichtungen aus dem Inhaber-Sammelzertifikat mit der Sorgfalt eines ordentlichen Kaufmannes erfüllen. Wird sie durch höhere Gewalt, Regierungserlasse, Krieg, Aufruhr, Verfügungen von hoher Hand im In- oder Ausland oder andere Umstände, die sie nicht zu vertreten hat, an der Erfüllung ihrer Verpflichtungen gehindert, so trifft sie keine Verantwortung.

Der Verwahrer und der Nominee sind der Clearstream gegenüber zur ordnungsgemäßen Wahrnehmung der ihnen obliegenden Aufgaben verpflichtet. Etwaige Ansprüche gegen den Verwahrer oder den Nominee wird die Clearstream zugunsten der Miteigentümer geltend machen. Darüber hinaus haftet die Clearstream nur für die sorgfältige Auswahl des Verwahrers und des Nominees.
11. Sollte irgendeine dieser Bestimmungen ganz oder teilweise rechtsunwirksam oder undurchführbar sein oder werden, so bleiben die übrigen Bestimmungen hiervon unberührt. Für unwirksame oder undurchführbare Bestimmungen soll eine dem Sinn und Zweck dieses Vertragsverhältnisses entsprechende Regelung gelten.
12. Alle Rechtsbeziehungen zwischen dem Miteigentümer und der Clearstream unterliegen dem Recht der Bundesrepublik Deutschland. Ausschließlicher Gerichtsstand ist Frankfurt am Main.
13. Eine Änderung dieser Zertifikatsbedingungen ist nur zulässig, soweit durch sie die Rechte der Miteigentümer nicht beeinträchtigt werden, es sei denn, dass sie durch gesetzliche Vorschriften, bedingt ist.

## ANNEX 3

### FORM OF FINAL TERMS

Pro Forma Final Terms for an issue by Gold Bullion Securities Limited under the programme for the issue of Gold Bullion Securities.

This form of Final Terms is used when Gold Bullion Securities are to be admitted to trading on a regulated market other than in conjunction with an offer thereof to the public in one or more member states (for example to Approved Applicants).

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#### FINAL TERMS

Date: [     ] 201[     ]

### **GOLD BULLION SECURITIES LIMITED**

**ISSUE OF [                     ] GOLD BULLION SECURITIES**

**UNDER THE PROGRAMME FOR THE ISSUE OF UP TO**

**1,000,000,000 GOLD BULLION SECURITIES**

These Final Terms (as referred to in the base prospectus (the “**Prospectus**”) dated • 2013 in relation to the above Programme) relate to the issue of the Gold Bullion Securities referred to above. The Gold Bullion Securities have the terms provided for in the trust instrument dated 24 March 2004 (as may be amended from time to time) between the Company and The Law Debenture Trust Corporation p.l.c. as trustee constituting the Gold Bullion Securities. Terms used in these Final Terms bear the same meaning as in the Prospectus.

These Final Terms have been prepared for the purpose of Article 5(4) of Directive 2003/71/EC and must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 14 of Directive 2003/71/EC on the website of the Company: <http://www.etfsecurities.com>. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

The particulars in relation to this issue of Gold Bullion Securities are as follows:

ISIN Number: GB00B00FHZ82

Issue Date: [ • ]

Number of Gold Bullion Securities to which these Final Terms apply: [ • ]

Issue Price: [ • ] per cent. of one-tenth of one fine troy ounce of gold

Exchange on which Gold Bullion Securities are admitted to trading: [London Stock Exchange]  
[Euronext Amsterdam]  
[Frankfurt Stock Exchange]  
[NYSE Euronext Paris]  
[Borsa Italiana S.p.A.]  
[Euronext Brussels]

## **ANNEX**

### **FORM OF ISSUE SPECIFIC SUMMARY**

*(Company to annex form of issue specific summary to the Final Terms)*



## ANNEX 4

### FORM OF FINAL TERMS – PUBLIC OFFERS

Pro Forma Final Terms for an offer of Gold Bullion Securities to the public under the Programme for the Issue of Gold Bullion Securities

This form of Final Terms is used when Gold Bullion Securities are being offered to the public in one or more member states

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#### FINAL TERMS

Dated [•] 201[•]

### GOLD BULLION SECURITIES LIMITED

#### ISSUE OF [ ] GOLD BULLION SECURITIES

#### UNDER THE PROGRAMME FOR THE ISSUE OF UP TO

#### 1,000,000,000 GOLD BULLION SECURITIES

These Final Terms (as referred to in the base prospectus (the “**Prospectus**”) dated • 2013 in relation to the above Programme) relate to the issue of the Gold Bullion Securities referred to above. The Gold Bullion Securities have the terms provided for in the trust instrument dated 24 March 2004 (as may be amended from time to time) between the Company and The Law Debenture Trust Corporation p.l.c. as trustee constituting the Gold Bullion Securities. Terms used in these Final Terms bear the same meaning as in the Prospectus.

These Final Terms have been prepared for the purpose of Article 5(4) of Directive 2003/71/EC and must be read in conjunction with the Prospectus and any supplement, which are published in accordance with Article 14 of Directive 2003/71/EC on the website of the Company: <http://www.etfsecurities.com>. In order to get the full information both the Prospectus (and any supplement) and these Final Terms must be read in conjunction. A summary of the individual issue is annexed to these Final Terms.

The Prospectus (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Gold Bullion Securities in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Gold Bullion Securities. Accordingly any person making or intending to make an offer of the Gold Bullion Securities may only do so:

- (i) in circumstances in which no obligation arises for the Company to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in the following paragraph, provided such person is a Permitted Offeror (as defined in the following paragraph) and that such offer is made during the Offer Period specified for such purpose therein.

An offer of the Gold Bullion Securities may be made by the Company or by [•] (each a “**Permitted Offeror**”) other than pursuant to Article 3(2) of the Prospectus Directive in [•] (“**Public Offer Jurisdictions**”) during the period from [•] until [•] (the “**Offer Period**”).

The Company has not authorised, nor does it authorise, the making of any offer of Gold Bullion Securities in any other circumstances.

The particulars in relation to this issue of Gold Bullion Securities are as follows:

ISIN Number:	GB00B00FHZ82
Issue Date:	[•]
Number of Gold Bullion Securities to which these Final Terms apply:	[•]
Issue Price:	[•] per cent. of one-tenth of one fine troy ounce of gold
Total amount of the offer; if the amount is not fixed, description of the arrangement and time for announcing to the public the amount of the offer:	[•]
Exchange on which Gold Bullion Securities are admitted to trading:	[London Stock Exchange] [Euronext Amsterdam] [Frankfurt Stock Exchange] [NYSE Euronext Paris] [Borsa Italiana S.p.A.] [Euronext Brussels]

#### **Terms and Conditions of the Offer**

Offer Price:	[•]
Conditions to which the offer is subject:	[•]
The time period, including any possible amendments, during which the offer will be open and a description of the application process:	[•]
Details of the minimum and/or maximum amount of application:	[•]
Details of the method and time limits for paying up and delivering the Gold Bullion Securities:	[•]
Manner in and date on which results of the offer are to be made public:	[•]
Categories of potential investors to which the Gold Bullion Securities are offered and whether tranche(s) have been reserved for certain countries	[•]
Whether tranche(s) have been reserved for certain countries:	[•]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[•]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[•]

Name(s) and address(es), to the extent known to the Company, of the placers in the various countries where the offer takes place: [•]

Name and address of any paying agents and depository agents in each country: [•]

Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements. Where not all of the issue is underwritten, a statement of the portion not covered: [•]

When the underwriting agreement has been or will be reached: [•]

Name and address of calculation agent: [•]

## **ANNEX**

### **FORM OF ISSUE SPECIFIC SUMMARY**

*(Company to annex form of issue specific summary to the Final Terms)*

