

Application for a Corporation, Partnership, LLC or Other Entity

Please Select One:

- Corporation
 Partnership
 LLC
 Other Entity

Section One: *Account Owner Information:*

Name of Entity

Date of Establishment (mm/dd/yyyy) EIN

Street Address

City State Zip Code Country

Phone Number Fax Number

E-mail Address

Principal (Please list one principal of the entity)

- MR.
 MRS.
 MS.
 DR.

First Name Middle Name Last Name

Date of Birth (mm/dd/yyyy) Country of Citizenship

Street Address

City State Zip Code Country

Cell Phone Daytime Phone

Evening Phone Fax Number

E-mail Address

Officer (Please list one officer of the entity)

- MR.
 MRS.
 MS.
 DR.

First Name Middle Name Last Name

Date of Birth (mm/dd/yyyy) Country of Citizenship

Street Address

City State Zip Code Country

Cell Phone Daytime Phone

Evening Phone Fax Number

E-mail Address

Preferred Contact Method (Please indicate the means by which we may contact you)

- Phone
 E-mail
 SMS
 Fax
 Mail

Section Two: *Bank Account of Record*

A. The Entity's Bank Information (Please provide the following information about the entity's bank)

Bank Name

Bank Address

City State Zip Code Country

B. The Entity's Bank Account Information (Please provide the following information about the entity's bank account)

Name(s) on the Bank Account

ABA number (Nine Digit Code) Bank Account Number

C. For International Accounts (If the *Bank Account of Record* is at an international bank, please provide the following information)

Swift Code IBAN Number

Section Three: *Funding Your Account*

The Entity will initially fund its Strategic Gold Account by:

- Bank Wire Check Payable to Strategic Gold Corporation

Section Four: *Optional Account Access Authorization*

Please choose *one* of the following:

- I **do not** authorize anyone to have access to this Strategic Gold Account.
- Authorized Interested Party.** I authorize Strategic Gold Corporation to release information to the following person regarding the entity's account including copies of quarterly statements, transaction statements, activity reports, audit reports, or other written, verbal, or electronic communications. I understand that Strategic Gold will not accept transaction instructions or delivery instructions from this individual.
- Authorized Designated Representative.** I choose to appoint a Designated Representative on the entity's Strategic Gold Account for the purpose of communicating operating directions to Strategic Gold on the entity's behalf. I understand that the Designated Representative is authorized to give buy and sell investment instructions on the entity's behalf. I understand that the Designated Representative is **not** authorized to give delivery instructions on the entity's bullion.

If an **Authorized Interested Party** or an **Authorized Designated Representative** has been appointed, please provide the following information about this person:

Name Relationship to the Entity

Street Address

City State Zip Code Country

Phone Number Fax Number E-mail

Section Five: Required Supplemental Documentation

When opening a Strategic Gold Clear Title Account, acceptable forms of supplemental documentation must accompany this application. In order to ensure the confidentiality and security of client accounts, we require a photocopy of the following forms of identification. Please attach the following supplemental forms of identification with this application:

Account Type	Required Documentation
Corporation	Copy of the Corporation's Articles of Incorporation and Certificate of Incorporation
Partnership	Copy of the Partnership Agreement and Registration Documents
LLC	Copy of the Company Registration Documents and Company Resolutions
Associations	Constitution of the Association
Other Entities	Advised Upon Request

Section Six: Account Owner Declaration

I declare that by executing and submitting this Application Form, I hereby represent and acknowledge that I have read and understood the Strategic Gold Clear Title Program Terms and Conditions and accept and agree to be legally bound by those Terms and Conditions. I represent that the foregoing information (including, as applicable, any attachments) is true and correct and that I will promptly notify Strategic Gold Corporation of any material changes to this information in writing. Strategic Gold Corporation reserves the right, but has no duty, to verify the accuracy of information provided and to contact such bankers and others as it deems necessary. I expressly consent to such verification.

Name Principal

X

SIGNATURE OF PRINCIPAL

DATE

Name of Officer

X

SIGNATURE OF OFFICER

DATE

ATTENTION

When applying for an account, the applicant must submit the following:

1. This Application.
2. A copy of the Supplemental Documentation (as referenced in Section Five).
3. The Bailment Agreement.

Please proceed to the Bailment Agreement.

Bailment Agreement

This Bailment Agreement (this "Agreement") dated as of (hereinafter this "Agreement")

is by and between (hereinafter the "Bailor")

Which has its principal location at: (Street Address)

(City) (State) (Zip Code) (Country)

and Strategic Gold Corporation, a Florida corporation with its chief executive office located at 5072 Annunciation Circle, Ste 317, Naples, Florida 34142 (hereinafter the "Bailee").

1. Background.

A. Bailor is interested in owning specific, allocated, unencumbered gold and silver through the Strategic Gold Clear Title program (the "Metal"). Bailor desires Bailee to administer and arrange for storage on behalf of and as the sole and exclusive property of Bailor. Bailor is willing to deliver or cause to be delivered the Metal to Bailee for storage and processing on behalf of Bailor and as the sole and exclusive property of Bailor, but solely on the terms and subject to the conditions set forth in this Agreement.

B. In consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bailor and Bailee hereby agree as set forth in this Agreement.

2. Delivery, Storage and Sales of the Metal.

A. Bailor may deliver or cause to be delivered Metal to the "Bailee Facility" (hereinafter defined), for storage and/or processing.

B. Bailee shall administer and arrange for the secure handling and storage of the Metal.

C. Bailor and Bailee acknowledge and agree that:

(1) Bailee will be deemed to take delivery of Metals for the purposes of providing bailment and administrative services at the following times and locations:

- i. Upon delivery of the Metals in the Bailee Facility designated by the Bailor.
- ii. Upon written request Bailee will arrange for the transfer or delivery of Bailor's Metal in accordance with the Bailor's written instructions. No such transfer or delivery will be effected until all outstanding administrative fees, transaction fees and delivery charges have been paid.

(2) Bailee shall verify the quantity (weight), Hallmark, serial number and finesse of the delivered Metal and shall notify Bailor of any discrepancies within five (5) business days of delivery of such Metal to the Bailee Facility; and

(3) All Metals stored by Bailee are held on bailment for the Bailor and this means that they shall remain the absolute property of the Bailor while in storage; provided, however the Bailee Facility will have a lien over Metals stored by the Bailee in respect of storage fees payable by Bailee. Bailee undertakes to pay all such storage fees promptly when due. In this regard, save as specified above, the insolvency of the Bailee would not affect your property rights in respect of Metals stored on your behalf, notwithstanding that such circumstances could result in delay and inconvenience in retaking of custody of your property.

(4) Bailor shall have sole and exclusive title to all of the Metal, free and clear of all security interests, liens, claims or other encumbrances (collectively the "Liens"), including, without limitation, any liens of Bailee, Bailee's lenders or creditors or any other person or entity claiming a Lien as a result of the acts or omissions of Bailee, until the Metal is sold by Bailor to a third party pursuant to the terms of this Agreement. Bailee hereby expressly waives and releases any Lien, claim or right in and to any of the Metal.

3. Location of the Metal. The Metal shall at all times be located in the storage facility designated by the Bailor (the "Bailee Facility"), and will not be moved to any other location, except as otherwise permitted in this Agreement, without the prior written consent of Bailor and the execution and delivery of documentation by Bailee to Bailor as may be required by Bailor in its sole and absolute discretion.

4. Administration and Maintenance of the Metal. Bailee hereby represents, warrants and covenants unto Bailor that it shall arrange for the: (a) keeping, safeguarding, holding and care of the Metal as the sole and exclusive property of Bailor; (b) account for the Metal separate from all other goods administered or stored by Bailee, and clearly designate in its records which Metal is the sole and exclusive property of Bailor; (c) arrange for the insurance of the Metal at all times for its full insurable value against loss or damage by fire, theft, explosion, windstorm and all other hazards and risks ordinarily insured against by other owners or users of similar products with such policies of insurance in form and amount as shall be reasonably satisfactory to Bailor; (d) at all times, keep the Metal free and clear of all Liens; and (e) not remove any of the Metal from the Bailee Facility other than (1) upon a sale of the Metal to a third party purchaser pursuant to a purchase order accepted in writing by Bailor or pursuant to an invoice issued by Bailor and accepted by Bailee, and provided full payment has been received by Bailor for such Metal, or (2) as directed by in writing Bailor.

5. Metal's Records/Audits and Inspections. Bailee represents, warrants and covenants unto Bailor as follows: (a) Bailee shall keep and maintain a perpetual inventory system to monitor all Metal received from Bailor and the amount of Metal processed by Bailee. Bailee shall provide Bailor a quarterly inventory of Metal and a transaction report in form and substance reasonably satisfactory to Bailor. Bailee shall ship Metal to third parties at Bailor's direction and cost; (b) Bailor may, at any time and from time to time, during normal business hours and with prior notice to Bailee, review and examine all of Bailee's records and books relating to or in connection with the Metal, including, without limitation, Bailee's administration and arrangement for the storage and sale of the Bailor's Metal; (c) Bailor may, at any time and from time to time, during normal business hours and with prior notice to Bailee, audit, inspect and weigh the Metal. Metal will be specific to Metal received by Bailee from Bailor. If such audit, inspection or count reveals a shortage of any Metal, Bailee shall, within thirty (30) days from the date of such audit, inspection or count, remit payment to Bailor in an amount equal to the current market price at the time the shortage was noted.

6. Relationship of the Parties. Bailor and Bailee hereby acknowledge and agree that Bailee is an independent agent, solely responsible for the conduct of its business and the performance of its covenants, duties and obligations contained in this Agreement. Nothing contained in this Agreement shall be construed or interpreted as creating any other relationship between Bailor or Bailee, including, but not limited to, advisor/client, employer/employee, master/servant, partner or joint venturer.

7. Default. An "Event of Default" under this Agreement shall mean the occurrence of any one or more of the following events: (a) Bailee fails or neglects to perform, keep or observe any term, provision, condition, warranty, representation or covenant contained in this Agreement or in any other agreement, document or instrument now or hereafter executed and delivered by Bailee to Bailor; (b) Bailee fails to fully and timely pay Bailor for any Metal sold by Bailee to third parties where such third party has remitted payment to Bailee, or any other indebtedness or liabilities now or hereafter owing by Bailee to Bailor; (c) Bailee makes a material misrepresentation to Bailor; (d) Bailee makes an assignment for the benefit of creditors, or an application is made by or against Bailee for the appointment of a custodian, receiver, conservator or trustee for Bailee or any of Bailee's assets; (e) any of Bailee's assets are seized, attached, subjected to a writ or distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (f) a petition under the United States Bankruptcy Code or any similar federal, state or local law, statute or regulation shall be filed by or against Bailee; (g) Bailee is enjoined, restrained or in any way prevented by court order from conducting any part of Bailee's business; (h) a lawsuit or other proceeding is filed by or against Bailee to liquidate any of Bailee's assets; or (i) a notice of a lien, levy or assessment is filed of record with respect to any of Bailee's assets by the United States of America or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental department, agency or instrumentality, provided, however that existing liens in favor of the Pension Benefit Guaranty Corporation shall not be deemed an Event of Default hereunder.

8. Remedies. The parties agree that (a) upon the occurrence of an Event of Default, all amounts owed by Bailee to Bailor shall be immediately due and payable, and Bailor shall be entitled to exercise all of its rights and remedies, whether pursuant to this Agreement, at law, in equity or otherwise. All of Bailor's rights and remedies under this Agreement and any other agreements, instruments and documents executed and delivered by Bailee to Bailor are cumulative and non-exclusive; (b) without limiting the generality of Section 8(a), Bailor may (1) exercise any one or more of the rights and remedies pursuant to the Uniform Commercial Code of the State of Florida or pursuant to the Uniform Commercial Code of the state(s) or country(s) where the Metal is located; (2) declare, in Bailor's sole and absolute discretion, all or any part of the Metal as being sold to Bailee, and Bailee shall pay for such Metal in accordance with the invoice or invoices delivered by Bailor to Bailee; (3) enter, with or without process of law and without breach of the peace, the specific area at Bailee Facility assigned for storage of Metal to the Bailee (the "Segregated Area"), and without charge or liability to Bailor therefore, seize and remove the Metals from each Bailee Facility; or (4) require Bailee to immediately deliver all or any part of the Metals held by Bailee to a mutually acceptable place designated by Bailor at Bailee's sole cost and expense. Bailee acknowledges and agrees that title to the Metal remains at all times with Bailor and, as a result, Bailor may sell, transfer or otherwise dispose of the Metal pursuant to the Terms and Conditions of the Strategic Gold Clear Title Program. Bailee recognizes that if it fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy of law will provide adequate relief to Bailor, and Bailee agrees that Bailor shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages; (c) Bailee shall reimburse Bailor for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Bailor in connection with the enforcement of this Agreement. Bailee shall pay interest to Bailor on all past due amounts under this Agreement at a rate equal to the lesser of 18% per annum or the highest rate permitted by law; (d) at any time whether before or after the occurrence of an Event of Default, Bailor may, without notice to Bailee set off all obligations of Bailee to Bailor against any indebtedness due or to become due from Bailor to Bailee

whether for processing of the Metals or otherwise; and (e) in the event Bailor defaults in any payment obligation to Bailee, Bailor shall reimburse Bailee for all costs, fees and expenses, including reasonable attorneys' fees, incurred by Bailee in connection with the collection of such obligation.

9. Commencement. The contract shall begin from the first date that the Bailor's Metal is received at any of the storage facilities that are used by Bailee. The contract for storage shall cease from the date that a Bailor's Metal leaves any of the storage facilities used by Bailee not bound for another storage facility used by Bailee.

10. Termination. The term of this Agreement may be terminated by either party providing the other party with thirty (30) days' prior written notice of its intent to terminate the term of this Agreement.

11. Return of Metal Upon Termination. Upon termination of this Agreement, all Metal held by Bailor shall promptly be returned by Bailee to a place designated by Bailor at Bailor's cost and expense.

12. Authority of Bailee. Bailee hereby represents and warrants to Bailor that it is a validly existing corporation, duly organized and in good standing under the laws of the state of its incorporation noted in the first paragraph of this Agreement and is duly authorized to execute and deliver this Agreement. The execution and delivery of this Agreement does not and will not violate the provisions of any contract, note, indenture or any other document, instrument or agreement to which Bailee is a party or to which Bailee is bound.

13. Other. This Agreement shall be binding upon the successors and assigns of each of the parties hereto, provided, however, that Bailee may not assign this document without prior written consent of Bailor. Bailor may assign this Agreement without the prior consent of Bailee to any purchaser of all or substantially all of Bailor's assets or any other successor in interest to Bailor.

14. Choice of Law. This agreement shall be interpreted by and construed in accordance with, the laws and decisions of the State of Florida. Bailor and Bailee irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in such state with regard to any actions or proceedings arising from, related to or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

Name of Authorized Signatory

SIGNATURE

DATE

Name of Authorized Signatory

SIGNATURE

DATE

ATTENTION

When applying for an account, the applicant must submit the following:

1. The Application.
2. A copy of the Supplemental Documentation (as referenced in Section Five of the Application).
3. This Bailment Agreement.

Please attach your Supplemental Documentation to this Signed Application and Signed Bailment Agreement.