



**Clear Title Account**

**Terms and Conditions**

**Direct Ownership of Physical Gold**

**Preserve Your Wealth**

**Diversify Your Assets**

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## DEFINITIONS

The words “**We**,” “**Us**,” “**Our**,” “**Strategic**,” “**The Company**,” and “**Strategic Gold**” refer to Strategic Gold Corporation. “**You**” and “**Your**” refer to the person obtaining the Clear Title Account from us.

“**Owner**”, “**Client**,” or “**Account Holder**” is defined as any person or entity that applies for and is issued a Clear Title Account as indicated on the Strategic Gold Clear Title Account Program owner register maintained by Strategic Gold.

“**Operating Procedures**” is defined as the Strategic Gold Clear Title Account Program procedures as set forth herein and as may be amended from time to time by Strategic Gold Corporation (“Strategic Gold”).

“**Account Agreement**” is defined as the submitted required documentation for opening an account which includes the completed Application, the Account Holder Identification and the signed Bailment Agreement.

“**Bailment Agreement**” is defined as the legal relationship between Strategic Gold and the Client which delivers the strongest legal protection of the Client’s property rights over its bullion assets held in the Clear Title Account Program.

“**Strategic Gold Client Account**” is defined as a segregated cash account maintained at the Northern Trust Bank for the express purpose of pooling un-invested Client money. Cash in this account cannot be combined with any other Strategic Gold corporate account or used to exercise any right of set off or counterclaim in respect of any money owed to the bank on any other Strategic Gold corporate account.

“**Clear Title**” is defined as the good and marketable legal title, free and clear of any liens or encumbrances, to specifically identified and allocated physical bullion, conveyed directly and exclusively to the Client in accordance with the Account Agreement and these Terms and Conditions.

“**Physical Bullion**” shall mean gold and/or silver bullion bars and coins.

“**Small Bar Holdings**” shall mean the portion (5%) of each account owner’s bullion holdings that are denominated in smaller exact weight bars and available to be used for the payment of the Administrative Services Fee when the account does not have a sufficient cash balance to cover the fee.

“**London P.M. Fix**” is defined as the price of gold set by the London Bullion Market Association at or about 3 p.m. London time each Business Day, as made available at <https://www.ice.com/iba/lbma-gold-silver-price>.

“**London Silver Price**” means the “London Silver Fix” of the wholesale price of silver set by the London Bullion Market Association at or about 12:00 p.m. London time each Business Day, as made available at <https://www.ice.com/iba/lbma-gold-silver-price>.

“**Spot Market Price**” is defined as the quotation made by dealers based on US dollars per fine ounce for 100 ounce and 400 ounce gold bars and US dollars per ounce for 1,000 ounce silver bars.

“**Custodian**” is defined as Loomis International (New York, Zurich, Miami and Toronto).

“**Storage Facility**” is defined as the vaults of Loomis International (New York, Zurich, Miami and Toronto) under a safekeeping agreement (the “Custodial Agreement”) (as amended) between Strategic Gold and the “Custodian”.

“**Independent Transaction Auditors**” is defined as a third party (independent of Strategic Gold) verifier of all Client Account Transactions and one who reports any un-authorized cash or bullion transactions or withdrawals.

“**Third-Party Auditors**” is defined as the external auditors who enter each of the Storage Facilities each quarter to perform a physical inventory of each Client’s gold and silver held in their Clear Title Accounts.

“**Business Day**” is defined as a day on which both New York and London Markets are open for business excluding Saturday, Sunday or a public holiday. Holidays in foreign countries and in locations where precious metals are traded do not necessarily coincide with days that businesses are open in the United States.

“**Trade Date**” is defined as the day on which Strategic Gold executes an order on behalf of the Client.

“**Settlement Date**” is defined as the day on which Strategic Gold takes delivery of the precious metals (purchases) or surrenders the precious metals (sales/delivery of precious metals) on behalf of its Clients.

“**Bank Account of Record**” is defined as the Client’s bank account that is linked to the Client’s Strategic Gold Clear Title Account.

“**Client Portal**” is defined as the secure online account management gateway that allows a Client to access their Strategic Gold Clear Title Account.

“**Force Majeure**” means any act, event, or cause, that is beyond the reasonable control of Strategic Gold, including but not limited to: an act of God, accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, earthquake, landslide, storm or other severe weather conditions, explosion, power shortage, strike or other labor difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation, or radioactive contamination.

## DEEMED ACCEPTANCE AND PREVAILING VERSIONS

You become a new Client of Strategic Gold once you have completed the following:

1. Submitted a completed Application for a New Account;
2. Submitted authenticated Supplemental Identification Documentation; and
3. Signed the Clear Title Bailment Agreement.

In becoming a Client you are deemed to accept that Strategic Gold's Terms and Conditions define the entire business relationship between Strategic Gold and you.

As of January 1, 2026 these are the Terms of Business for Strategic Gold Clients:

By giving 30 days' notice of modifications Strategic Gold may from time to time modify its Terms and Conditions. For modified Terms and Conditions to become effective they must be published on the Strategic Gold website.

During those 30 days you have the right to terminate the relationship, under the old Terms and Conditions. You can effect a termination by selling or taking delivery of your bullion and withdrawing your money in the normal way. If you do not terminate the relationship in this way you are deemed to accept the modifications after 30 days.

## THE PURPOSE OF OUR BUSINESS RELATIONSHIP

You have chosen to become a Strategic Gold Client in order to benefit from Strategic Gold's terms for buying, selling and storing gold and silver bullion. You expect to enjoy efficient and substantially automated service, and pay lower levels of transaction fees and lower levels of administrative charges by comparison with alternate means of buying, holding and selling gold and silver bullion.

In keeping with your expectations to deliver, Strategic Gold offers a service designed for achieving "economies of scale" using an automated system. Strategic Gold expects to earn a profit from the transaction and administrative fees it charges.

Our service is provided as execution only. We do not give guidance on price performance. Any opinion or information given by Strategic Gold concerning any market dynamic including, but not limited to price, possible investment performance or trading conditions whether posted on the website or otherwise disclosed to a Client shall not be construed as advice in any respect.

## ACCOUNT TYPES

There are two main Strategic Gold account types:

- Single – A single account type is classified as individual, joint (two individuals) or trust. A single account is a master account without sub accounts.
- Organization - An organization is classified as a corporation, partnership, limited liability corporation (LLC), IRA Administrator, unincorporated business or other entity. An organization account is a master account that may have an unlimited number of sub accounts.

## ACCOUNT APPLICATION

When applying for an account, the applicant will formally apply to Strategic Gold using a fully completed 'Account Agreement', which includes the appropriate Application, the Account Holder Identification and the Bailment Agreement. The applicant warrants that all information supplied to Strategic Gold in respect to the 'Account Agreement' is a complete and factual representation of the truth.

The applicant is responsible for meeting and complying with all applicable local jurisdictional regulations, statutes and law.

Strategic Gold reserves the right at any time to decline or to not approve an 'Account Agreement' as Strategic Gold may deem appropriate.

#### **APPLICATION FOR INDIVIDUAL - JOINT ACCOUNT**

This general bullion investing account may be used to self-manage your bullion portfolio. To open an individual account, complete the Application and Bailment Agreement and submit it to Strategic Gold along with a copy of one of the approved forms of personal identification. (Passport, Birth Certificate, Driver's License or other Government issued form of identification)

#### **JOINTLY – HELD ACCOUNTS**

To open a joint account, complete the Application and Bailment Agreement and submit it to Strategic Gold along with a copy of one of the approved forms of personal identification for each of the joint owners. (Passport, Birth Certificate, Driver's License or other Government issued form of identification)

1. It is understood and agreed that any joint ownership of assets within your Strategic Gold Clear Title Account may only be as joint tenants with rights of survivorship, and not as tenants in common.
2. Notwithstanding any joint ownership of assets within your Strategic Gold Clear Title Account, it is understood and agreed that the obligations of Owners with respect to the Program are joint and several, including, without limitation, any payment obligations.
3. Strategic Gold will accept and act upon instructions from the Owner even though these instructions may originate from one or more of the joint partners without the remaining partners knowledge or consent.
4. In the event of Strategic Gold receiving conflicting instructions, or Strategic Gold being advised by one or more of the joint partners of a dispute, Strategic Gold will freeze the current status of the bullion account held by Strategic Gold on behalf of the Owners, and will not act on any further instructions from the Owners until such time as it receives a written release authorized by signature and/or identification security details from all joint partners (as verified by original application form), and Strategic Gold is fully satisfied that the Owners dispute has been fully resolved.
5. Each Owner hereby jointly and severally agrees, on behalf of themselves and their respective heirs, executors, administrators and assigns, to indemnify, defend and hold harmless Strategic Gold, its officers, directors and employees from any and all claims, liabilities, losses, or damages, of whatever nature, arising from Strategic Gold's good faith reliance on the instructions of any such Owner, or by reason of the delivery or payment to the Owner's survivor or survivors of the balance of assets remaining in your Strategic Gold Clear Title Account at the time of death of any of the Owners.

#### **APPLICATION FOR TRUST**

To open any of these types of an account, complete the Application and Bailment Agreement and provide copies of the entity's Certificate of Incorporation or Certificate of Registration along with a list of authorized signatories.

#### **TRUST ACCOUNT**

The "Client" refers to the Trust and/or Trustees. Trustee(s) represent(s) that there are no Trustees other than those listed in the application and certifies that Strategic Gold may follow instructions from any

Trustee and deliver funds or bullion assets to any Trustee or on any Trustee's instructions, including delivering assets to a Trustee personally. Strategic Gold, in its discretion, may require written consent of any or all Trustee(s) prior to following instructions of any Trustee. The Trustee(s) must have the power under the Trust documents and applicable law to enter this Agreement, open the type of account applied for, and enter transactions and issue instructions. Such powers include, without limit, authority to buy, sell, redeem and withdraw assets (including delivery of bullion to/from the account) for the Trust. Should only one Trustee execute this Agreement, Trustee represents that Trustee has the authority to execute this Agreement, without consent by the other Trustees. Trustee(s) certifies that all transactions for this account will comply with the Trust documents and applicable law. Trustee(s), jointly and severally, shall indemnify Strategic Gold and hold Strategic Gold harmless from any claim, loss, expense or liability for effecting any transactions, and acting upon any instructions given by the Trustee(s).

#### TESTAMENTARY

A testamentary trust is created through the will of a deceased person. Assets are registered in the name of the trust and managed by a trustee for the benefit of another person(s). A Trust Account Certification is required to open this account.

#### NON-TESTAMENTARY

A non-testamentary trust will generally have a living grantor(s). Assets are registered in the name of the trust and managed by a trustee for the benefit of another person(s). A Trust Account Certification is required to open this account.

### **APPLICATION FOR A CORPORATION, PARTNERSHIP OR OTHER ENTITY**

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#### CORPORATION

This is a business account for Corporations. The Client and its authorized representatives warrant that the Client: (i) is authorized under its governing document(s) and in the jurisdictions in which it is organized and/or regulated to enter this Agreement and trade; (ii) is under no legal incapacity; and (iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the assets to be bought and/or sold.

#### PARTNERSHIP / LIMITED PARTNERSHIP

This is a business account for Partnerships and Limited Partnerships. Only General Partners can trade in a Limited Partnership Account. The Client and its authorized representatives warrant that the Client: (i) is authorized under its governing document(s) and in the jurisdictions in which it is organized and/or regulated to enter this Agreement and trade; (ii) is under no legal incapacity; and (iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the assets to be bought and/or sold.

#### SOLE PROPRIETORSHIP

This is a business account for a natural person doing business in his/her own name. Supporting documentation will be required for this account. The Client and its authorized representatives warrant that the Client: (i) is authorized under its governing document(s) and in the jurisdictions in which it is organized and/or regulated to enter this Agreement and trade; (ii) is under no legal incapacity; and (iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the assets to be bought and/or sold.

#### LIMITED LIABILITY COMPANY (LLC)

This is a business account for Limited Liability Corporations. Supporting documentation will be required to apply for this account. The Client and its authorized representatives warrant that the Client: (i) is

authorized under its governing document(s) and in the jurisdictions in which it is organized and/or regulated to enter this Agreement and trade; (ii) is under no legal incapacity; and (iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the assets to be bought and/or sold.

#### **APPLICATION FOR AN IRA Account**

To open an IRA account, complete the Application and Bailment Agreement and submit it to Strategic Gold along with a copy of one of the approved forms of personal identification. (Passport, Birth Certificate, Driver's License or other Government issued form of identification) You will also need to open an account with an IRA Custodian/Trustee.

#### **TRADITIONAL IRA**

This is a Retirement Savings Account for one person. This investment savings account provides tax-deferred growth and potentially tax-deductible contributions. At least one beneficiary must be assigned when opening this account.

#### **ROTH IRA**

This is a Retirement Savings Account for one person. This investment savings account provides potential tax-free withdrawals after a certain retirement age as defined by current laws. At least one beneficiary must be assigned when opening this account.

#### **ROLLOVER IRA**

This is a Retirement Savings Account for one person. This investment savings account is specifically designed to receive transfers from a previous retirement plan. At least one beneficiary must be assigned when opening this account.

#### **SEP IRA**

This is a Simplified Employee Pension Account for self-employed and small businesses. Please consult your accountant for the tax advantages associated with this type of account.

#### **SIMPLE IRA**

This is a SIMPLE Account for self-employed and small businesses. Please consult your accountant for the tax advantages associated with this account.

#### **PLEASE NOTE:**

Strategic Gold is not an IRA Custodian or Trustee. It is the Client's responsibility to select an IRA Custodian/Trustee best suited to their needs. If requested, Strategic Gold may at their discretion, refer Clients to companies that provide trustee and custodian services for IRAs. Strategic Gold is independent from and not affiliated with any of these IRA Custodians/Trustees.

#### **OPTIONAL AUTHORIZED INDIVIDUAL ON THE ACCOUNT:**

Clients have the ability to authorize in writing an additional person [other than the account holder(s)] to receive duplicate copies of account statements and to be authorized to receive other account information. An Authorized Individual does not have the ability to make transactions on your behalf in your Strategic Gold account. Examples of additional persons might include your accountant, financial advisor, trust officer, tax attorney etc.

#### **OPTIONAL DESIGNATED REPRESENTATIVE ON THE ACCOUNT:**

Clients may designate in writing a representative from whom Strategic Gold will be authorized to accept instructions for the Client's account ("Designated Representative"). Before you appoint a Designated Representative on your account, you should understand that the Designated Representative:

- *Is authorized to give transaction instructions on your behalf to Strategic Gold,*
- *Is not authorized to give delivery instructions on your bullion,*
- *Will have unlimited access to your account information, and*
- *Will receive copies of your account statements and other correspondence.*

#### DESIGNATED REPRESENTATIVE PROVISIONS

If a Client designates a representative in the Application ("Designated Representative"), such designation is subject to the following conditions:

1. In connection with your Strategic Gold account, you have appointed a Designated Representative to direct trading and investment activity in your account. In this regard, you hereby request that Strategic Gold provide all transaction confirmations and account statements directly to your Designated Representative; and
2. You agree that Strategic Gold is entitled to fully rely on directions from the Designated Representative and to assume that such directions were authorized by you, the Client, and you agree that Strategic Gold shall be under no duty to make an investigation with respect to any trading instructions received from the Designated Representative and shall have no liability whatsoever for acting in accordance with such directions; and
3. You are solely responsible for the decision to buy or sell bullion in your account, and for directing the Designated Representative; and
4. All claims, questions or disputes regarding Strategic Gold's execution of particular orders must be referred to Strategic Gold. The Designated Representative has no authority to decide or resolve such claims, questions or disputes on behalf of Strategic Gold; and
5. You agree that the Designated Representative is not an agent of Strategic Gold; and
6. Your Designated Representative was selected solely by you and has not been recommended or endorsed by Strategic Gold. Strategic Gold is not responsible for the actions or recommendations of the Designated Representative that you have chosen. Strategic Gold will not investigate or judge the competence or integrity of the Designated Representative or monitor the actions of the Designated Representative. Strategic Gold will not review the Designated Representative's recommendations or judge the suitability of any trading or investment recommendation or decision of your Designated Representative or you. Strategic Gold does not provide advisory services to Clients and will not provide investment or trading or tax advice regarding your account; and
7. You may remove the Designated Representative and designate a new Designated Representative by written notice thereof to Strategic Gold; provided, however, that removal of a Designated Representative will not have the effect of canceling any instruction, direction, or confirmation which has been received by Strategic Gold from the Designated Representative prior to the date that notice of removal is received by Strategic Gold; and
8. You hereby agree to indemnify, defend and hold Strategic Gold harmless from any and against any and all liabilities or claims, including, but not limited to, losses, damages, legal fees, and costs of investigation, as a result of: (a) any loss or diminution in the value of your precious metals assets resulting from changes in the market value of such assets or your directions or lack of directions regarding the same; (b) reliance or action taken in reliance on written instructions received from you or your Designated Representative, if one is appointed; (c) Strategic Gold's refusal on advice of counsel to act in accordance with any direction by you or your Designated Representative; (d) any other act or failure to act by you or your Designated Representative; (e) any prohibited or illegal transaction due to any actions taken or not taken by Strategic Gold in good faith reliance on directions from you or your Designated Representative; or (f) any other act taken in good faith by Strategic Gold hereunder.

## TECHNOLOGY INTERFACE FOR PROFESSIONALS

Our technology platform can be integrated with RIA's, private banks and other wealth management professionals so that they can manage every aspect of their transactions and holdings within their existing wealth management workstations. The Strategic Gold platform offers independent oversight coupled with integrated reporting. From order entry, to execution, to clearing/custody and ongoing reporting as well as providing an audit trail, the Strategic Gold customized interface provides our clients in the wealth management community with the ability to hold physical precious metals in their client accounts.

Each instance of our interface solution can be customized to reflect a firm's unique data access and presentation preferences. This allows firms to view and present investment strategies in ways consistent with both their needs and the needs of their clients.

The Strategic Gold Platform Delivers:

- Daily Reconciliation and Valuation
- Flexible, Customizable Reporting Levels
- Ad Hoc and Batch Client Report Creation
- Composite Reporting and Maintenance
- Advisor Reports

## DATA ABOUT YOU

To provide our services Strategic Gold needs to retain on its secure servers information about you. You in turn, permit Strategic Gold to do so. Strategic Gold does not disclose data about you to third parties except where required. Either:

1. In the ordinary administrative course of verifying identity and sources of bank funding and completing your Strategic Gold transaction(s); and/or
2. Where you specifically request us to use your data for the purposes of supplying other services;
3. Where required by law.

We do not share Client details or details of Client purchases, sales or holdings with any third party nor do we currently have any general reporting requirements to any third parties including governmental agencies.

## CLIENT IDENTIFICATION

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens and maintains an account. This means that we will collect the following information for all accounts, if applicable, for any person, entity or organization who is opening a new account (or is being granted authority over a new or existing account) and whose name is on the account or has authority over the account:

1. the legal name of the Client;
2. the mailing address of the Client;
3. the date of birth of the Client.

Recognizing that different types of accounts pose different risks and trigger different requirements under the rules, we will gather the additional information specified below for each of the following categories of accounts we provide:

1. **Individual Accounts** – We will obtain the Client's bank account information.

2. **Non-U.S. Person Accounts** – We may inquire further information depending on a number of factors, such as the country of origin of the account holder or persons authorized to use this service.
3. **Domestic Operating or Commercial Entities** – We will collect information sufficient to determine the corporate or business entity's identity, and the authority of its business representative to act on its behalf.
4. **Domestic Trusts** – We will identify the trustee, the activity the trust authorizes, and the authority of the trust's representative to act on its behalf.
5. **Institutional Accounts, Hedge Funds, Investment Funds and Other Intermediary Relationships** – While our Anti-Money Laundering procedures cover institutional Clients, we recognize that certain types of institutional accounts are different from retail accounts. Institutional accounts often are opened for financially sophisticated clients who trade frequently, in volume, and usually through an intermediary, some of whose AML policies and procedures are sufficient and verifiable. In addition, in determining whether it is necessary to identify the investors of non-U.S. institutions, we will consider the regulation of the institution by its home country and whether the institution is located in a bank secrecy haven or a non-cooperative country.

#### **VERIFYING INFORMATION**

To the extent reasonable and practicable, we will ensure that we have a reasonable belief that we know the true identity of our Clients. In verifying client identity, we will analyze any logical inconsistencies in the information we obtain.

**APPROPRIATE DOCUMENTS FOR VERIFYING THE IDENTITY OF NATURAL PERSONS INCLUDE THE FOLLOWING:**  
An unexpired driver's license, passport, or other government identification showing nationality, residence, and photograph or other biometric safeguard, or, for non-U.S. persons, an unexpired alien registration card or other government issued identification showing nationality, residence and photograph or other biometric safeguard.

#### **THE FOLLOWING DOCUMENTS ARE APPROPRIATE FOR VERIFYING THE IDENTITY OF BUSINESSES:**

A certificate of incorporation, a government-issued business license, any partnership agreements, any corporate resolutions, or similar documents.

#### **IDENTIFYING YOURSELF**

You undertake to identify yourself through our application process and according to the identity verification procedures required by Strategic Gold Corporation. You authorize Strategic Gold to make such enquiries as it may feel necessary to satisfy itself about the validity of your identity.

Strategic Gold prefers to accept your identity evidence as electronic copy documents [e.g. scans or digital photographs of your documents] securely uploaded to Strategic Gold's servers through the Client Portal of our website, attached to an email or faxed. (Submitting physical documents is always an acceptable alternative.)

You undertake to provide clear evidence of the single bank account from which your funds originate and to which your money will be returned. This evidence, which is usually visible on the top page of your bank statement, will detail:

1. Your bank's country
2. Your bank's name
3. The branch name and address

4. The branch identifying code (e.g. transit, sorting or routing code)
5. Your bank account name
6. Your bank account number

In addition, for accounts outside of the United States of America:

7. Your bank's SWIFT BIC (Bank Identifier Code)
8. Your IBAN (International Bank Account Number)

Your documents should be written in English. If you cannot obtain documents that are in English, you undertake to provide certified translations along with your documents, at your own expense.

#### **CLIENTS WHO REFUSE TO PROVIDE INFORMATION**

If a potential or existing client either refuses to provide the information described above when requested, or appears to have intentionally provided misleading information, our firm will not open a new account and, after considering the risks involved, consider closing any existing account.

### **RECORDING THE SOURCE OF YOUR INCOMING MONEY**

Where supplied by you on your application for account and verified by your bank on your incoming funds, you permit Strategic Gold to both record your banking details and to check them against identity documents you submit.

#### **SETTING YOUR BANK ACCOUNT OF RECORD**

By comparing the details you submit with the details submitted by your bank on your funds transfer to Strategic Gold, we will confirm your *Bank Account of Record*, and email you that we have done so. You are responsible for checking the details on your account, and notifying Strategic Gold immediately if any of these details are incorrect.

The current details of your Strategic Gold Account including the details of your *Bank Account of Record* are available for your review and can be amended by telephoning our offices and speaking with an Account Executive.

When you submit *Bank Account of Record* details you agree that you are requiring Strategic Gold to remit funds you withdraw to this *Bank Account of Record*. Strategic Gold will not be responsible for any loss where you have submitted banking details that are incorrect.

#### **MODIFYING YOUR BANK ACCOUNT OF RECORD**

Ordinarily your Strategic Gold account will be permanently associated with your *Bank Account of Record*. If you seek a change to your *Bank Account of Record* you accept that your new bank will be required by Strategic Gold to endorse the continuity of your identity. It is your responsibility to ensure that your new bank will do this.

When you request a change to your *Bank Account of Record*, you accept that the new bank account must be held in exactly the same name(s) as the old bank account. If you change your name then you accept the duty to update your *Bank Account of Record* with your new name. Strategic Gold will not accept a simultaneous change of name and a change of *Bank Account of Record*.

Strategic Gold would prefer never to modify your *Bank Account of Record* details, but accepts that it may become necessary from time to time. Where Strategic Gold operates according to these procedures you accept that it has applied an appropriate degree of diligence and care with regard to such changes. A failure by Strategic Gold to operate according to these procedures of controlling changes to your *Bank Account of Record*, and resulting in subsequent loss to you, is the financial responsibility of Strategic Gold, subject to the provisions of these Terms and Conditions.

Where these procedures cannot for any reason be met but where, for whatever reason, your original *Bank Account of Record* cannot be used for the return of your money from Strategic Gold, then Strategic Gold is entitled to seek due legal process and/or appropriate insurance coverage against identity fraud, all at your expense, prior to changing any *Bank Account of Record* details. Under these circumstances Strategic Gold is also entitled to charge you on a time and materials basis.

Strategic Gold undertakes to acknowledge a change to your *Bank Account of Record*, via email, to your registered email address.

## CONTACT DETAILS

You accept a duty to keep your contact details held by Strategic Gold up to date and accurate, which you can do via the Strategic Gold Client Portal or by telephoning our office and speaking with an Account Executive. You undertake to identify yourself according to the identity verification procedures required by Strategic Gold. You authorize Strategic Gold to make such enquiries as it may feel necessary to satisfy itself about the validity of your identity. Strategic Gold is entitled to rely on the accuracy of the contact details supplied.

Strategic Gold accepts an obligation to send you notification of changes to your contact details to your contact email address.

You accept that your failure to identify yourself promptly and correctly may negate some of the protections you seek from Strategic Gold. You hereby indemnify and keep indemnified Strategic Gold against losses which arise out of your failure to maintain your contact details correctly.

## PRIVACY POLICY

At Strategic Gold we are focused on delivering complete Client satisfaction, which includes respecting Client privacy. As part of this approach, Clients are not identified by name to Partner companies that deliver services to the Clear Title Account Program. Furthermore, Client information will never be used for marketing purposes or shared with any third party organization.

Strategic Gold places special importance upon Client confidentiality. All Client information is encrypted and stored on secure servers. Redundant backups are stored offsite in a secure facility. To ensure discretion and confidentiality, all statements and transactions are processed on our system by coded Client identification number.

If you hold an interest in a Clear Title jointly with one or more other persons, you alone have the right to make the decisions concerning the use of Personal Information that pertains to you alone. You and the other person or persons, each acting alone, have the right to make decisions concerning the use of the information that pertains to you together.

These terms and conditions of the Client's involvement in the Strategic Gold Clear Title Account Program, including details provided by the Client for the purposes of identification, shall be and remain confidential between the parties and their authorized agents, subject to any applicable laws, statutes, or regulations, and the legal obligations of each party.

## LIMITS ON COLLECTION, USE AND DISCLOSURE OF CLIENT INFORMATION

We limit our collection, use and disclosure of Personal Information to what is necessary to run our business and to deliver superior service to you.

*In general*, we will collect, use and disclose your Personal Information for the following purposes:

1. to establish and maintain your account,

2. to communicate with you about your account and related matters,
3. to effect, administer and enforce a transaction involving or related to your account that you request or authorize,
4. to identify you in order to protect against fraud and guard against unauthorized access to your account,
5. to keep our information about you current and accurate,
6. to facilitate the preparation for distribution of quarterly statements.

### **RELEASING PERSONAL INFORMATION**

We will protect the confidentiality of your Personal Information. We do not sell, rent or give away Personal Information to anyone. We do not exchange Personal Information with anyone.

We will release your Personal Information only (a) to a person we believe to be you or your authorized representative, (b) to someone else if you direct us to do so, (c) to cooperate with law enforcement authorities.

Applicable laws give people who are involved in lawsuits or other legal proceedings the right to require us to provide information to them. In such cases, we provide only the information that we are required to provide.

### **COMMUNICATION BETWEEN US**

We communicate with our Clients by mail, overnight service, telephone, fax, e-mail and the Strategic Gold Client Portal. We use these communications to fulfill our obligations to our Clients under our agreements with them. Our use of these communications reflects any consent our Clients may have given in those agreements. We reserve the right to use any of these means to send you information relating to your account, including communications required by law.

You accept that the primary means of communication with Strategic Gold will be via email. If you are not comfortable with the use of email as the primary means of communication, it is your obligation to let us know so that an alternative form of communication can be arranged for your account.

### **CONSENT TO ACCEPT ELECTRONIC RECORDS AND COMMUNICATIONS**

Strategic Gold provides electronic trade confirmations, account statements and other Client records and communications (collectively, "Records and Communications") in electronic form. Electronic Records and Communications may be sent through the online account management system or to a Client's e-mail address, or for security purposes may be posted on the Strategic Gold website, with a notification sent to the Client to login and retrieve the Communication. By entering into this Agreement, Client consents to the receipt of electronic Records and Communications. Such consent will apply on an ongoing basis and for every calendar year unless withdrawn by Client. Client may withdraw such consent at any time by providing electronic notice to Strategic Gold through the Strategic Gold website. If Client withdraws such consent, Strategic Gold will provide documents in paper form upon request.

### **CLIENT PORTAL – PORTFOLIO REVIEW**

You accept that during a logged-in session of the Strategic Gold secure online Client Portal all data which pass between you and Strategic Gold, in either direction, are passed across the internet using the https protocol, which incorporates a level of security widely accepted as offering extremely reliable privacy and accuracy in data transmission.

## EMAIL

Strategic Gold sends off-line information to you by email, including - but not limited to - acknowledgements of changes to your key account settings, login notifications, order confirmations, transaction details, contracts, monthly statements, and changes to Terms and Conditions. The Strategic Gold system records all outward email transmissions.

It is your responsibility to ensure that you have a reliable email service provider that allows messages from Strategic Gold and properly displays them to you in a timely fashion.

Strategic Gold is entitled to rely on your receipt and acceptance of the content of an email if within 3 calendar days of the transmission no response by you has been received by Strategic Gold.

In the event that you communicate an issue within the content of an email which we have sent you after this date, any resolution will be considered in the context of the delay, which you accept may have a bearing on the value of any resolution proposed either by Strategic Gold's management, or through complaints arbitration.

You understand and accept that email is not encrypted. You accept and understand that easily comprehended open format feedback to a known and used address is appropriate for reporting your completed business to you, off-line, and after the event. If you prefer not to receive email transmissions from Strategic Gold, it is your responsibility to notify us so that we may make suitable arrangements.

## SMS

Strategic Gold may use voice or SMS on mobile phones as a means of contacting you rapidly.

Strategic Gold is entitled to rely on your receipt and acceptance of the content of SMS communications if within five minutes of the transmission no rejection of the information has been received by Strategic Gold. Strategic Gold is entitled to rely in this regard on the accuracy of its own transmission records when backed up by the independent confirmation of its telecommunications provider's records.

Strategic Gold is responsible for initiating SMS messages correctly according to the settings on your account, and ensuring that they are received by its SMS technology provider. Strategic Gold is not responsible for losses you may incur as a result of an SMS message not being delivered in circumstances beyond Strategic Gold's direct control. This might occur if your cell phone was switched off, or was operating in a zone or on a service technology which was not reachable via the SMS technology providers employed by Strategic Gold.

If you prefer not to receive SMS messages from Strategic Gold, it is your responsibility to notify us so that we may make suitable arrangements. Strategic Gold reserves the right to suspend SMS outputs at any time.

## MAIL

Strategic Gold may send information to you by mail at your address on Strategic Gold's records. Strategic Gold is entitled to rely on your receipt and acceptance of the content of mailed communications if within 7 calendar days of the communication being sent no rejection of the information by you has been received by Strategic Gold.

## SECURITY MEASURES FOR YOUR EXTRA PROTECTION

### INDEPENDENT TRANSACTION AUDITORS

Our objective is to provide the highest levels of transparency while maintaining privacy and security for our clients. To this end, we have implemented a control system of governance and audit trail to protect

the assets we administer on behalf of our Clients. Strategic Gold retains the services of an Independent Transaction Auditor to act as a third-party verifier of all Client Account Transactions and to prevent unauthorized cash or bullion withdrawal. The Clear Title Account Program utilizes Livingston & Haynes as its external transaction auditors.

This policy ensures that:

1. The client's transactions are properly authorized;
2. The client's assets are safeguarded against unauthorized or improper use; and
3. The client's transactions are properly recorded and reported to permit the preparation of financial statements in conformity with generally accepted accounting principles.

#### CLIENT FUNDS

To ensure internal control and governance, client funds are segregated in a secure bank account.

With this policy, all funds transferred to your account maintained by Strategic Gold Corporation remain your sole property and under your direct control. Strategic Gold has no authority or control over these funds except pursuant to written instructions from you or your Designated Representative that have been verified by the Independent Transaction Auditor. Independent oversight and authorization of transactions ensures that you remain in control of your cash assets at all times.

#### BULLION DELIVERY WITHDRAWALS

Likewise, all bullion assets in your Clear Title Account remain your sole property and under your direct control. Strategic Gold has no authority or control over these bullion assets except pursuant to written instructions from you that have been verified by the Independent Transaction Auditor.

Independent oversight and authorization of bullion withdrawals ensures that you remain in control of your bullion assets at all times.

#### THIRD-PARTY AUDITS

Operating within the strictest custodial guidelines, The Clear Title Account Program utilizes Bureau Veritas as its external auditors. Bureau Veritas performs a semi-annual physical inventory of each Client's gold and silver held in the Vault Facilities.

Bureau Veritas certifies that a Client's precious metals are physically present in the Vault Facility. On the same day, twice a year an auditor enters each of the custodial vaults and performs a sight verification audit comparing the individual gold and silver bars that are in the vault against an inventory list supplied by the Custodian and another provided by Strategic Gold. The inventory lists include the manufacturing refinery's hallmark, the unique serial number on each gold or silver bar, the exact weight in fine troy ounces, and the purity of the bullion. The Independent Auditor verifies that gold and silver bars allocated to clients reflect the exact number of fine troy ounces contained within the custodial vaults, that no gold or silver bars are over or double allocated to clients, and that a one-to-one ratio of troy ounces in the vault-to-Strategic Gold records exists at all times. The results of these semi-annual audits are sent directly to each Client in the form of an individual account audit report.

As an additional measure of security and verification of the Clear Title Account Program, Loomis International issues reports to Strategic Gold that record each instance of bullion being added to or removed from the vault. This additional measure provides external corroboration of Strategic Gold's audit trail of all holdings.

## PASSWORDS

Your personal and financial data held at Strategic Gold are protected from unauthorized access by a password and other access data which you have a duty to keep secret.

Upon forgetting your password you may set a new one by telephoning a Strategic Gold Account Executive during which we will verify your identity.

Strategic Gold will notify you of a successful password reset to your contact email address.

Modern encryption technology means that Strategic Gold computers do not store your password in decipherable form and Strategic Gold's staff does not know and cannot find out your chosen password. Upon resetting your password you will be issued a temporary password by Strategic Gold's staff, who will require and confirm that you change it immediately to a new one invented by you. Upon resetting your password, no one at Strategic Gold will know your password.

You shall immediately notify Strategic Gold if the user ID and/or password you use with the Client Portal are lost or stolen or if there is unauthorized use of your user ID and/or password.

If you fail to notify Strategic Gold when any of the above conditions occur, neither Strategic Gold nor any of its employees, agents, affiliates, control persons, nor any third parties, can or will have any responsibility or liability to you or to any other person whose claim may arise through you for any claims with respect to the handling, mishandling, or loss of any transaction.

Notwithstanding your notification to Strategic Gold, Strategic Gold shall not be liable for any losses except as expressly set forth in these Terms and Conditions. You understand that Strategic Gold shall not be deemed to have received any order submission electronically transmitted by you until Strategic Gold has acknowledged to you that the order has been received by Strategic Gold. You accept full responsibility for the monitoring of your account.

## ACCOUNT FEEDBACK

You are entitled to rely on Strategic Gold sending you emails in confirmation of any changes to the contact details and the *Bank Account of Record* settings on your Strategic Gold Clear Title Account.

A failure by Strategic Gold in these obligations, and resulting in loss to you, is the financial responsibility of Strategic Gold, subject to the provisions of these Terms and Conditions.

## RETURNING VALUE WITHIN A CLOSED SYSTEM

Strategic Gold's system will not permit value in the form of money or bullion respectively to be transferred away from your Strategic Gold Account without reasonable return of value in the opposite form (bullion or money respectively).

You are entitled to rely on this protection such that if illicit access to your account were to occur a criminal could not transfer your property to their own control except by benefiting your account with the proceeds equivalent to a fair trading price.

A failure by Strategic Gold in these obligations, and resulting in loss to you, is the financial responsibility of Strategic Gold, subject to the provisions of these Terms and Conditions.

## SAFETY OF YOUR MONEY

Strategic Gold accepts a duty to receive, hold and maintain funds received from you directly into a segregated Strategic Gold Client Account maintained at the bank for the express purpose of pooling uninvested Client money. Strategic Gold confirms that the bank has acknowledged and accepted that the

money in the *Strategic Gold Client Account* is held under a dual signature control by Strategic Gold and reviewed by the Independent Transaction Auditor. The bank has further acknowledged and accepted that it is not entitled to combine this account with any other Strategic Gold corporate account or to exercise any right of set off or counterclaim against money in this account with respect of any money owed to the bank on any other Strategic Gold corporate account.

Strategic Gold has selected the following bank to look after any cash balances you may from time to time hold in your Strategic Gold Clear Title account:

**Northern Trust Bank of Florida, NA**

700 Brickell Avenue Miami, FL 33131 Tel: 239 498-1991	Bank Account Name: <b>Strategic Gold Client Account</b> Northern Trust Account Representative, <b>Ms. Mia Abbate</b> Northern Trust Account Representative Telephone number: <b>(239) 390-5627</b>
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You accept that in selecting the Northern Trust Bank to hold your cash balance, Strategic Gold has taken due care in ensuring that the bank charged with maintaining your money is of adequate standing. You also accept and acknowledge the possibility of subsequent downwards revision of bank standing without considering them to be the responsibility of Strategic Gold.

On your behalf Strategic Gold is permitted to administer your money in the segregated *Strategic Gold Client Account* exclusively for the following purposes:

1. It may be used to buy physical bullion from the recognized bullion market on your behalf, where you have exercised your right to participate in the bullion market.
2. It may be used to pay withdrawals of your money back to you - but never beyond the extent to which you have available funds.
3. It may be used to pay Strategic Gold in respect to service and other charges earned according to the prevailing Terms and Conditions.

The *Strategic Gold Client Account* statement from the bank shall be fully reconciled to Strategic Gold's own records every banking day.

Strategic Gold undertakes to operate robust internal controls such that payments of Client money upon withdrawal get authorized only when at least 2 senior officers of Strategic Gold have inspected and approved the payment instructions.

You acknowledge and accept that cash credited to your Strategic Gold Clear Title Account is not FDIC insured, and it does not bear interest.

You acknowledge that the bank is entitled to act in good faith according to instructions given by Strategic Gold's officers in conjunction with the Independent Transaction Auditor's oversight.

Strategic Gold undertakes to maintain at all times within the segregated *Strategic Gold Client Account* sufficient funds to pay back the gross credit balances of all Strategic Gold Clients, and to have that money held at call for return, if required, within one business day. As with any bank deposit, cash in the client account is potentially exposed to a bank failure. In contrast, owning precious metals under the terms and conditions of the Strategic Gold Bailment Agreement eliminates this risk.

**ACCEPTABLE WAYS OF MAKING DEPOSITS**

You agree to fund your Strategic Gold Clear Title account from your *Bank Account of Record*.

Your money deposits are acceptable only through recognized banking channels.

By depositing funds you understand that your bank will be expected to identify standard banking data on each incoming payment to the *Strategic Gold Client Account*, including:

1. Your bank name;
2. Your branch identifying code;
3. Your account name;
4. Your bank account number; and
5. Your Strategic Gold Clear Title Account number (as the payment reference).

You accept that a failure by your bank to identify the source of your money may delay your Strategic Gold Clear Title Account being credited. Under such circumstances, Strategic Gold will place your money safely in suspense, pending your contact with us, at which time your instruction of the correct remittance details will cause the money to be placed directly into your Clear Title Account where it will be capable of being used to buy bullion immediately.

Orders to purchase precious metals cannot be accepted and processed prior to receipt of good funds which will be accepted only via Electronic Funds Transfer (Bank Wire), or check.

#### FUNDING BY ELECTRONIC FUNDS TRANSFER

Bank Wire Transfers are often the most expedient method for transferring funds between bank accounts. A bank wire transfer is completed as follows:

The Client wishing to make a transfer approaches a bank and gives the bank the order to transfer a certain amount of money.

The sending bank transmits a message, via a secure system (such as SWIFT or Fedwire), to the receiving bank, requesting that it affect payment according to the instructions given. The message also includes settlement instructions.

Either the banks involved must hold a reciprocal account with each other, or the payment must be sent to a correspondent bank, for further benefit to the ultimate recipient.

Banks collect payment for this service from the sender as well as from the recipient. The actual transfer is not instantaneous: funds may take several hours or even days to move from the sender's account to the receiver's account.

#### FUNDING BY CHECK

Strategic Gold recommends that wherever possible you deposit funds by wire. However, Clients may fund their account via check made payable to *Strategic Gold Client Account*. Clients who choose to fund their account by check will be notified by Strategic Gold when their funds are available. This funding option may take up to two weeks.

#### **YOUR DEPOSIT AND YOUR BANK ACCOUNT OF RECORD**

You agree that you will not merge funds belonging to different parties within a single Strategic Gold Clear Title Account.

You agree that you will not deposit funds in any way which obscures the source of your funds. For example, you will not deposit cash, bankers' drafts or make anonymous/unreferenced credits. All your deposits must come from a clearly identifiable source.

You accept that where Strategic Gold is not satisfied about the source of funds it may return the funds, where possible, via the procedures of the banking system, to the source. Whenever this occurs you accept that Strategic Gold is entitled to apply a Return Fee, which will be debited to your Strategic Gold Clear Title Account.

Nevertheless, Strategic Gold may exercise its discretion to allow the funds to be applied to your Strategic Gold Clear Title Account, provided it is our reasonable belief, supported by evidence you provide, that the deposit has come from you. Strategic Gold may also seek additional information concerning the deposit's source, which you agree to provide.

You hereby indemnify and keep indemnified Strategic Gold against any and all losses which arise out of your failure to fund your Strategic Gold Clear Title Account directly and identifiably from your *Bank Account of Record*.

#### **REVERSIBLE DEPOSITS**

Strategic Gold recommends that wherever possible you deposit funds by wire.

Where you do not fund by wire you acknowledge that Strategic Gold may apply special security procedures before processing any subsequent withdrawal request.

In the United States of America and certain other jurisdictions, there is a right to repudiation by your bank of a fraudulent check debited to your bank account. Instead of accepting the loss itself your bank transmits the cost, in this case to Strategic Gold, exercising a unilateral right to debit Strategic Gold's bank account with funds previously paid to us by check, and duly cleared. This right does not apply to funds remitted to us by wire, because you and your bank are deemed sufficiently protected from fraud when using wire transfers.

Accordingly, if you have deposited money in Strategic Gold by a method on which this repudiation right applies and if you seek to withdraw within the period of possible repudiation (e.g. 60 days within the USA) then we will require formal notice from your bankers that your earlier deposit will not be repudiated. You will therefore be required to provide details to us of a named staff member at your bank who can provide this notice. Otherwise you accept that the repudiation delay will expire before you will be allowed to withdraw.

You accept that Strategic Gold is entitled to charge a fee for contacting your bank in these circumstances.

#### **WITHDRAWING YOUR MONEY**

Subject to your previous and correct verification of your identity, and to the irrevocable clearance of your deposited funds, you may make withdrawals of your available money balance to your *Bank Account of Record*.

You undertake to re-check the details of your *Bank Account of Record* presented to you as you make your withdrawal request and you undertake to confirm your withdrawal only if you are satisfied with the *Bank Account of Record* details presented to you. Provided that it is satisfied with the security of your withdrawal request Strategic Gold will remit funds to your *Bank Account of Record* via Wire, SWIFT (international) or other banking system generally considered appropriate to the payment.

Strategic Gold is entitled to subtract bank transfer costs from the sum to be remitted.

If your withdrawn funds are to be received outside the United States and your bank is not itself a SWIFT participant you accept that a correspondent bank - being a bank in your country which receives money via the international SWIFT transfer system, and which routes it to your bank - may deduct from the money sent a fee consistent with normal international banking practice.

You accept that Strategic Gold may need to perform additional security checks and there may be some delay prior to sending you your money. Any delay will depend both on the recent operation of your Strategic Gold Clear Title Account and on other circumstances of the withdrawal. Where your Strategic

Gold Clear Title Account has remained updated, and where your *Bank Account of Record* has been long-standing and stable, you have the right to expect your money to leave Strategic Gold by the end of the business day following your request for payment.

## SAFETY OF YOUR BULLION

As a client, you have exclusive, direct, good and marketable legal title to the gold and silver which you own as verified by your Clear Title. No one else has a claim on your bullion, therefore, you enjoy the right to liquidate for cash or take delivery of your gold and silver at any time.

Strategic Gold warrants that with each bullion bar purchased and stored, the client's *Clear Title* ownership of the specific bullion is always maintained. Our process ensures that each bar is wholly and exclusively allocated to the owner. This sets Strategic Gold apart, because much of the world's precious metal purchased or traded today is stored in unallocated or pooled accounts. In the event of a bankruptcy of the custodian, the holders of unallocated or pooled bullion would become unsecured creditors. Since Strategic Gold's allocated bars ensure that title of the bullion is assigned to the owner from the instant it is purchased to the instant in which it is sold, allocated bullion cannot form part of Strategic Gold's assets or the custodian's assets, and therefore is not subject to any third-party claims.

The physical bars of Gold and/or Silver, belonging to each Owner, will be stored and separately allocated at the Storage Facility chosen by the Owner as follows:

1. The serial number(s) for each Owner's bullion bar(s) will be set forth in the client's Clear Title Account. The Strategic Gold Clear Title Account Program register maintained by Strategic Gold and the Custodian (the "Title Register") will record the serial number, exact weight, refiner's mark and purity of each bar held in the Clear Title Account Program; and
2. The Owner shall have sole legal title and ownership of the gold and/or silver held in their Clear Title account;
3. The Owner's gold or silver may not be used by any party for any purpose during storage;
4. The Owner's gold or silver is not carried as an asset on the books of either Strategic Gold Corporation or the Custodian(s);
5. In the unlikely event of bankruptcy or insolvency of either Strategic Gold Corporation or the Custodian(s), an Owner's Clear Title to its gold or silver is not subject to any third-party claims.

## YOUR BULLION IS HELD AS A BAILMENT

Bailment describes a legal relationship in common law where physical possession of personal property is transferred from one person (the 'bailor') to another person (the 'bailee') who subsequently has possession of the property. It arises when a person gives property to someone else for safekeeping. Bailment is distinguished from a contract of sale or a gift of property, as it only involves the transfer of *possession* and not the transfer of *ownership*. To create a bailment, the bailee must both intend to possess, and actually physically possess, the bailable property. In addition, the bailee is not entitled to the use of the property while it is in his possession. The concept of bailment as an inalienable property right is soundly established and tested both in common law and in civil law.

Your bullion is held in vaults controlled by the Custodian(s) pursuant to a Storage Agreement [the "Storage Agreement"] Strategic Gold has executed with them. In that agreement the Custodian(s) acknowledges that your bullion is the subject of a bailment.

Strategic Gold undertakes to pay fees to the Custodian(s) on your behalf to cover the costs of storage and insurance of your bullion, and thereby is evidencing the bailment nature of the storage service

provided by the Custodian(s). Neither Strategic Gold Corporation nor the Custodian(s) have any ownership or usage rights to your bullion assets.

### **BAILMENTS IN THE CLEAR TITLE ACCOUNT PROGRAM**

Ownership of your precious metals in The Clear Title Account Program is outright. It is not anyone's liability. Simply put, your bullion is your outright property from the instant you buy it to the instant you sell it. The specific bullion (identified by hallmark, weight, purity and serial number) is your personal property and is safeguarded by fundamental property rights.

Strategic Gold confirms that your bullion safekeeping is structured as a bailment for the purpose of arranging the strongest and simplest legal protection for your bullion within a professional bullion vault, and for no other reason.

You agree that when your purchase of bullion is transacted within the Strategic Gold system, the bullion purchased is to be delivered by the seller, so as to become a bailment of your property, according to your instructions submitted exclusively to Strategic Gold.

From that point forward the custodial vault has agreed to act as physical custodian of your bullion until the bailment is terminated at your instruction, again submitted exclusively to Strategic Gold. You agree that when your sale of bullion is transacted within the Strategic Gold system, the bullion sold is to be delivered to the buyer on your behalf, terminating your bailment to the extent sold, as per your instructions submitted exclusively to Strategic Gold.

The physical bars of gold or silver belonging to each Owner will be securely stored at the Storage Facility chosen by the Owner as follows:

1. At the time of purchase, the Owner indicates the Storage Facility in which to hold their gold or silver;
2. The Owner's gold or silver shall be insured at all times under the safekeeping agreement (the "Custodial Agreement") (as amended) between Strategic Gold and Loomis International (the "Custodian");
3. If the gold or silver to be purchased is not readily available for purchase in the same location as the Storage Facility selected by the Owner, all fees associated with the safe transport and handlings of bullion will be the responsibility of the Owner;
4. The Owner's gold and/or silver shall be audited semi-annually. Semi-annual audits are conducted by reputable independent auditors and the results of those audits are sent to all Owners;
5. The Owner shall receive a quarterly statement from Strategic Gold;
6. Upon making the appropriate arrangements, the Owner may inspect their gold and/or silver in the Storage Facility.

You agree that the record keeping of the creation and termination of the bailment is to be performed by Strategic Gold according to these Terms and Conditions, while the bullion is held at the specific custodial vault(s) that you have chosen.

### **STRATEGIC GOLD'S STORAGE AGREEMENTS**

As a client in the Clear Title Account Program you have the unique flexibility to store your gold and silver bullion in one or more of our international custodial vaults. Each of these vaults carries the highest security credentials. Moreover, your precious metals are always stored within the LBMA 'Chain of Integrity' ensuring that you can always sell all or part of your bullion assets at the spot market price at any time during the trading day. Clients have the option of locating their precious metals in the following locations:

- *Toronto, Canada.*
- *Zurich, Switzerland.*
- *Miami, Florida.*
- *New York, New York.*

All custodial vaults within our network are monitored based on their performance and compared to our service standards. Strategic Gold Corporation employs a comprehensive selection strategy when choosing secure custodial vaults. All potential providers within a market are reviewed for the following key criteria:

- LBMA certification
- Services and responsiveness
- Security credentials
- On-site due diligence
- Accessibility
- Reputation and standing in local market

The vault facilities house the most modern systems for safekeeping and administering real assets. All working processes in these maximum-security vaults are fully automated.

You authorize Strategic Gold to act as your agent for arranging custody of your bullion with the custodial vault(s). Strategic Gold confirms to you that in the "Storage Agreement" the Custodian(s) acknowledges that the bullion stored under the agreement is allocated and is the property of Strategic Gold Clients. Strategic Gold confirms to you that in the "Storage Agreement" the Custodian(s) acknowledges that this allocated gold and silver shall be specifically identified, and physically segregated at all times.

Strategic Gold confirms to you that in the "Storage Agreement" the Custodian accepts responsibility for the bullion from the time of full custody until the custody and control has been relinquished by the Custodian(s) to you or to a third party, according to Strategic Gold's instructions for making a withdrawal. Strategic Gold undertakes that your bullion will not be subject to any kind of lending, collateral or derivative transaction of any type and will remain your property in the safekeeping of the custodial vault until sold or withdrawn according to your instructions received via Strategic Gold.

Strategic Gold confirms to you that a minimum of 3 months' notice from Strategic Gold is required to terminate the "Bailment Agreement"; thereby allowing you such time as you may need to arrange an alternate mechanism for owning and storing your bullion.

#### **BAILMENTS AND BUSINESS FAILURE**

Owning bullion in this way gives you the soundest protection from the unlikely event of Strategic Gold Corporation's insolvency or the insolvency of a Custodian.

When businesses fail, liquidators are appointed to take control of the company's assets, sell them and arrange a fair distribution to creditors of various classes including themselves. Liquidators generally claim ownership of every asset on a failed company's balance sheet. However, they cannot lawfully treat bailments as the property of the Company available for creditors' benefit. Bailment is the legal action of a client entrusting their bullion to another party for safekeeping, and paying for this service, with annual storage fees. Through bailment, an individual gives up *possession* of their bullion but remains the outright *legal owner* of their bullion. Therefore, bailments cannot be treated as the property of the Company available for creditors' benefit. Owning your bullion in this way gives you the soundest protection from business failure.

Should creditors try to make a claim on bailed property, any dispute would be resolved by reference to the following key pieces of evidence:

1. The first is a clear documentary statement about who owns the bailed goods. Your undisputable ownership is confirmed in The Bailment Agreement, these Strategic Gold Clear Title Account Program Terms and Conditions. This fact is also evidenced in the contract between Strategic Gold and the Custodian(s).
2. The second is the company's balance sheet. Creditors are entitled to expect that assets listed on the balance sheet protect them from a company's insolvency. But your bullion does not belong to Strategic Gold and has never been on Strategic Gold's balance sheet. No creditor of the company can claim to rely for protection on bullion which the company never claimed as an asset.
3. The third is the fact of your payment for a service. Account holders are charged an *Administrative Services Fee* since they are the beneficiary of a service provided by Strategic Gold Corporation. This payment for services is evidence that the specific bullion held in your Clear Title Account is your property. The Administrative Services Fee evidences the nature of our agreement. Namely, that you are paying for the protection and administration of your property, and not transferring ownership of your property to Strategic Gold for gain. The Administrative Services fee is deducted from your account on a quarterly basis and posted to your statement. (See *Administrative Services*)

### **VISITING THE VAULT FACILITY**

Strategic Gold's Clients have the right to inspect their precious metal holdings within the vault facility that they have chosen to store their precious metals. If you choose to visit the vault facility in order to inspect your holdings, your specific gold/silver bars will be taken to a private room within the vault facility for your inspection. For security reasons you cannot enter the actual vault where your gold/silver is stored. Clients who wish to inspect their holdings in the vault facility are required to contact Strategic Gold's offices to arrange and coordinate a visit.

### **INSURANCE**

Strategic Gold undertakes to ensure your bullion is insured against theft and damage according to the accepted insurance standards of the bullion industry, and at a cost which is included in the *Administrative Services Fee* you pay to Strategic Gold.

Strategic Gold confirms to you that in the "Storage Agreement" the custodian(s) undertakes to provide documentary Evidence of Insurance. Strategic Gold undertakes to make available the *Evidence of Insurance* to Clients who have an interest in the insurance coverage provided.

### **WARRANTED BULLION CONTENT**

Strategic Gold warrants that:

1. every ounce of gold you purchase in your account is an ounce of assayed fine gold with a minimum purity of 995 parts per thousand gold held in the relevant vault; and
2. every ounce of silver you purchase in your account is an ounce of assayed silver with a minimum purity of 999 parts per thousand.

**Gold bars** constitute investment gold bullion being not less than 99.5% purity and of a weight accepted by the bullion markets. Strategic Gold accounting units of gold, in line with standard bullion-market practice, are expressed in fine gold content. The fine gold content of each bar is its weight multiplied by its purity. The resulting units of gold applied on your Strategic Gold account are 100% pure gold, and are denominated in kilograms and ounces.

**Silver bars** are not less than 99.9% pure and of a weight accepted by the bullion markets. Strategic Gold accounting units of silver, in line with standard bullion-market practice, are expressed in gross weight, not fine. They are denominated in kilograms and ounces.

#### GOOD DELIVERY BULLION BARS

London Good Delivery Gold: London Good Delivery Gold Bars weigh approximately 400 oz (12.5kg). Bars must weigh between 350 oz and 430 oz (fine gold).

Comex Good Delivery Gold: Comex Good Delivery Gold Bars weigh approximately 100 oz. The weight can vary between 95 oz and 105 oz (fine gold). Three 1000 g bars are also accepted as they would fall within the range of a 100 oz bar.

Good Delivery Silver: Good Delivery Silver Bars weigh approximately 1,000 oz. Bars must weigh between 900 oz and 1050 oz (troy ounces).

Clients who purchase London Good Delivery Gold Bars, Comex Good Delivery Gold Bars and/or Good Delivery Silver Bars should be aware that the exact weight of the bar(s) purchased will only be available upon settlement date when Strategic Gold stands for physical delivery of the bullion bar. If the bullion bar delivered weighs more than 400 oz (for London Good Delivery), 100 oz (for Comex Good Delivery) or 1,000 oz (for Good Delivery Silver), the Client will be required to fund the additional weight immediately. If the bullion bar delivered weighs less than 400 oz (for London Good Delivery), 100 oz (for Comex Good Delivery) or 1,000 oz (for Good Delivery Silver), the Client will be refunded appropriately.

#### SMALLER EXACT WEIGHT BULLION BARS

A variety of smaller exact weight bars is available to the Clients of Strategic Gold. Market Makers in the Primary Bullion Market can offer material at varying fineness, bar size or form at a premium to spot to cover the costs associated with producing smaller, exact weight bars, or bars of a fineness above the minimum. Acting as an agent on behalf of our Clients, Strategic Gold does not add its own premium to the Clients' purchase price of bullion bars. The Primary Bullion Market offers smaller, exact weight bars, at a premium to the Spot Market Price.

## MAKING TRANSACTIONS IN YOUR CLEAR TITLE ACCOUNT

#### PARTICIPATING IN THE PRIMARY BULLION MARKET

As a client of Strategic Gold Corporation, you have the right to take full advantage of the substantial benefits associated with buying, vaulting, insuring and selling gold and silver in the Primary Bullion Market.

The Primary Bullion Market is the focus of the international Over-the-Counter (OTC) market for gold and silver, with a client base that includes the majority of the central banks that hold gold, plus producers, refiners, fabricators and other large institutional traders throughout the world. Members of the Primary Bullion Market typically trade with each other and with their clients on a principal-to-principal basis, which means that all risks, including those of credit, are between the two counterparts in a transaction. Trades are made by dealers based on US dollars per fine ounce for gold and US dollars per ounce for silver. Where you elect to take up this right, Strategic Gold will act as your agent in the transaction.

#### THE CHAIN OF INTEGRITY

Precious metals ownership via the Clear Title Account Program affords our Clients a critical defining feature within the Primary Bullion Market: The Chain of Integrity. Bars traded by London Bullion Market Association (LBMA) members maintain a traceable chain of custody among trusted trading partners. The LBMA maintains a list of acceptable member refineries that meet certain membership requirements and

have passed assay tests. This is important because bullion products from these refineries will generally be accepted by other members of the LBMA at face value without further assay testing. When purchasing bullion products, the face value can generally be accepted if the product can be shown to have remained in the custody of a certified bullion repository since its manufacture by an acceptable refinery. The rules established by the LBMA create the environment whereby members can trade bullion between themselves without concern as to the quality or the purity of the bars.

### GOOD DELIVERY STANDARDS

Clients in the Clear Title Account Program are assured that all bullion purchased meet The Primary Bullion Market's Good Delivery Standards.

Historically, the members of the London bullion market compiled lists of accredited smelters and assayers whose gold and silver bars would be accepted without question in settlement against transactions conducted between each other and with other acceptable counterparts. Such bars earned the distinction of London Good Delivery status. The LBMA Good Delivery List is now widely recognized as representing the de facto standard for the quality of gold and silver bars, in large part due to the stringent criteria for assaying standards and bar quality.

In addition to the checks and balances provided by the LBMA, Strategic Gold receives trade confirmation documentation for every bar purchased from our LBMA member trading partners.

### WRITTEN TRANSACTION INSTRUCTIONS

All funds transferred to your account maintained by Strategic Gold remain your sole property. Likewise, all bullion assets in your Clear Title account remain your sole property. Strategic Gold has no authority or control over these funds or bullion assets except pursuant to **written** instructions from you, the client. Strategic Gold is not bound to act on Account Holder's instructions other than those instructions submitted to Strategic Gold in **writing**. Strategic Gold shall only act on the instructions of an Account Holder who is able to supply full account details and identification verification details.

Strategic Gold will accept written instruction via mail, email and fax.

### PURCHASES

Upon written acceptance by Strategic Gold of the submitted Account Agreement, the Client shall prefund his/her account with the total cost of gold/silver to be purchased by Strategic Gold on the Client's behalf. Orders to purchase precious metals cannot be accepted and processed prior to receipt of good funds which will be accepted only via Electronic Funds Transfer (Bank Wire), cashier's check or personal check.

Gold and silver bullion will be purchased through Strategic Gold for the credit to the Client's account, and;

1. Upon receiving the Account Holder's funds and written purchase instructions, Strategic Gold will endeavor to purchase bullion on behalf of the Account Holder immediately (if the instructions are received before 5 pm EST), or the morning of the first business day thereafter, pursuant to;
2. Any bullion purchase made on behalf of the Account Holder is entirely subject to international market availability. Strategic Gold cannot guarantee an international market for the purchase of gold or silver bullion. If at any time or for any reason Strategic Gold is unable to execute the purchase of the full amount of bullion on behalf of the Account Holder within a 24 hour timeframe, Strategic Gold will continue with the buy order until filled, and inform the Account Holder of the current buy order status;
3. For each purchase transaction, a portion of the acquisition (5%) may be made in smaller exact weight bars and will form the account's *Small Bar Holdings*. (See Account Maintenance);

4. Upon execution of the purchase order the Client's account will be immediately credited for the exact amount of gold and/or silver bullion purchased on behalf of the account holder;
5. Strategic Gold, entirely at its discretion, may choose to utilize the services of international bullion banks and dealers when buying gold or silver bullion on the international market.

## **SALES**

Upon receiving Account Holder's written sell instructions, Strategic Gold will endeavor to liquidate bullion on behalf of the Account Holder immediately (if the instructions are received before 5pm EST), or the morning of the first business day thereafter, pursuant to;

1. Bullion liquidated on behalf of the Account Holder is entirely subject to the international bullion market. Strategic Gold cannot guarantee an international market for the sale of gold or silver bullion. If at any time or for any reason Strategic Gold is unable to liquidate the full amount of bullion on behalf of the Account Holder within the normal redemption timeframe, Strategic Gold will continue with the sell order until filled, and inform the Account Holder of the current sell order status.
2. Upon the sale of any gold and silver holdings all obligations of Strategic Gold in relation to those holdings will be fully discharged.
3. Strategic Gold entirely at its discretion may choose to utilize the services of international bullion banks and dealers when selling gold bullion on the international market.

## **ORDER VALIDATION**

Strategic Gold will accept your orders to buy bullion, in any vault, provided the purchase price is specified in a currency in which you have sufficient available funds to settle the entire purchase.

Strategic Gold will accept your orders to sell bullion from a given vault for any currency, provided the quantity specified is currently stored and available on your behalf in the vault specified.

Strategic Gold accepts your orders at prices broadly consistent with current market prices.

If one or more of the above conditions are not met your order will be rejected.

## **PHONE ORDERS**

While Strategic Gold Corporation offers an electronic order submission, we also recognize that certain situations require a personal contact. You can always place orders by phone by calling our corporate office at 239-692-9154.

Please note: In order for us to process phone orders, we require supplemental written authorization.

### **PHONE PURCHASE INSTRUCTIONS**

1. The Client calls Strategic Gold.
  - Strategic quotes the current spot market price of bullion products desired by Client.
  - Client authorizes purchase order instructions in writing.
  - Strategic Gold executes order and issues a *Transaction Detail Receipt* to the Client.
2. The bullion is deposited in the Client's account.
  - Upon Trade Settlement bullion is transferred to Client's chosen vault facility.
  - Strategic Gold issues the *Final Transaction Detail Receipt* to the Client.

### **PHONE SALES INSTRUCTIONS**

1. The Client calls Strategic Gold and submits a sell order.
  - Strategic Gold quotes the current market price.
  - Client authorizes sale in writing.

2. Strategic executes sale and issues *Transaction Detail Receipt* to the Client.
  - Any unpaid fees, including the accrued Administrative Services Fee, will be collected at the time of the sale.
  - Upon trade settlement bullion is transferred out of the vault and money is wired to Client's Bank Account of Record.

**CONFIRMATIONS**

1. Client agrees to monitor each order until Strategic Gold confirms execution or cancellation. Client acknowledges that confirmations of executions or cancellations may be delayed or may be erroneous (e.g. due to computer system issues) or may be cancelled/adjusted by an exchange. Client is bound by the actual order execution, if consistent with Client's order. If Strategic Gold confirms execution or cancellation in error and Client delays reporting such error, Strategic Gold reserves the right to remove the trade from the account or require Client to accept the trade, in Strategic Gold's discretion.
2. Client agrees to notify Strategic Gold immediately by telephone or electronically through the Strategic Gold website if: i) Client fails to receive an accurate confirmation of an execution or cancellation; ii) Client receives a confirmation that is different than Client's order; iii) Client receives a confirmation for an order that Client did not place; or iv) Client receives an account statement, confirmation, or other information reflecting inaccurate orders, trades, balances, positions, margin status, or transaction history. Client acknowledges that Strategic Gold may adjust Client's account to correct any error. Client agrees to promptly return to Strategic Gold any assets erroneously distributed to Client.

**NO RIGHT OF CANCELLATION**

As the price for the supply of precious metals is dependent on price movements in the financial market, which Strategic Gold cannot control, you do not have any right of cancellation in respect of orders placed and Contracts formed for the purchase or sale of precious metals once your written instructions have been submitted. However, where practicable, Strategic Gold will use reasonable endeavors to assist Clients to cancel orders, where such cancellation is sought prior to Strategic Gold fulfilling the order. Clients who wish to cancel any order for the purchase or sale of bullion should contact Strategic Gold immediately by telephone to see whether it is possible for such orders to be cancelled.

**TRANSFERRING BULLION INTO YOUR ACCOUNT**

Clients who already own physical gold or silver bullion can transfer their holdings into the Clear Title Account Program at any time.

Bullion that has been transferred into your Clear Title account---specifically, bullion that you own that you did not use Strategic Gold as an agent to purchase--- may need to be assayed and/or refined by a qualified party to insure its authenticity, before we may sell it on your behalf.

If any assay or refinement is required, it will be performed at your expense and may delay completion of the desired sale or transaction. Under these circumstances, you may assume additional price risk, as the market value of the Precious Metals could change significantly during the time in which the required assay or refinement process is being performed.

Specific transaction fees may apply to such transactions. Clients should call Strategic Gold's offices to arrange and coordinate transfer transactions.

#### TAX INFORMATION

All applicable federal, state, and local taxes, are the Client's sole responsibility. The purchase and sale of gold and other precious metals may involve complex federal, state, and foreign tax considerations, which may differ for each person or entity. Participants in the Clear Title Account Program are expected to conduct their own inquiries into the tax consequences and the advisability of purchasing, holding, and selling gold or silver and otherwise participating in the program. The contents of this description of the program are not to be construed in any way as legal, tax, or investment advice. You should consult your own advisor(s) as to legal, tax, business and related matters concerning your participation in the Strategic Gold Clear Title Account Program.

#### **ORDER EXECUTION, CLEARING & SETTLEMENT**

Strategic Gold shall execute Client orders as agent. Strategic Gold may decline any Client order, or terminate Client's use of Strategic Gold's services at any time in Strategic Gold's discretion.

Orders are executed in real time with timely confirmations. Our straight-through processing ensures that you need to issue only one instruction covering both trading and settlement. When an order is submitted, Strategic receives the settlement instruction directly from the client designating vault location. This results in complete straight-through processing and settlement of your orders.

We have built seamless linkages between our account maintenance, order execution, clearing, and custody platforms. This allows for a flexible, secure and efficient range of execution options from which our clients may choose. Strategic Gold accepts full responsibility for the ability of executed orders to settle. At settlement, the buyer receives bullion and the seller is credited with money net of expenses. Similarly, the buyer is debited with cash net of expenses and the seller provides delivery of bullion to the buyer in the selected vault facility.

The delivery of bullion in settlement is effected by book entry within the Strategic Gold system. Your resulting bullion balance corresponds to outright ownership of specific bullion held at the relevant vault. The payment of money is effected by book entry within the Strategic Gold system. Your resulting Strategic Gold cash balance represents your currency assets held in the segregated *Strategic Gold Client Account* at the Northern Trust Bank. Strategic Gold instructs the bank in its capacity as a managing agent for your segregated funds. Strategic Gold guarantees that the settlement of funds occurs simultaneously with the delivery of bullion.

On settlement date, you can see your specific bullion and money balances in your Strategic Gold Clear Title Account by accessing your account through our secure online Client Portal.

#### **YOUR RIGHT TO TRANSFER BULLION TO AN ALTERNATIVE VAULT**

Where international law permits it you have a right of transfer of gold within Strategic Gold from one vault location to another, but only in the form of entire and appropriate bars. Transfers of this kind are performed through accredited bullion couriers. Vault and courier charges are variable, are payable by you, and can be quoted at the time.

Upon transferring gold you accept that you may lose anonymity where these transactions are monitored by appropriate authorities.

#### **YOUR RIGHT TO TAKE PHYSICAL DELIVERY**

Clients have a right of withdrawal of their gold and silver from their Strategic Gold Clear Title Account. To make physical withdrawals a client will be required to provide reliable forms of identification and may in

addition be required to indemnify Strategic Gold against identity fraud through the purchase of appropriate insurance.

You understand that you cannot claim withdrawal directly from the Custodian(s). Your right to withdrawal is to be effected through Strategic Gold who has the means and responsibility for identifying you reliably. Depending upon the quantity withdrawn you may be required to identify a bank or equivalent institution to which your bullion can be delivered.

All costs associated with delivery (including de-bailment from Custodial storage, verification, transport and delivery, insurance, and duty) are borne by the Client. Strategic Gold's obligation to the Owner for the safekeeping of its gold or silver bullion ceases upon the delivery of the said bullion into the hands of the Account Holder or its designated agent, and the signing of the *Form of Precious Metals Delivery Notice* by the Owner or its designated agent.

Upon withdrawing bullion you accept that you may lose anonymity where these transactions are monitored by appropriate authorities.

#### **PROCEDURES FOR BULLION WITHDRAWAL FROM A VAULT**

Strategic Gold accepts responsibility for implementing security procedures which prevent the unauthorized removal of bullion from a custodial vault.

The Owner or its authorized agent may at any time and in submitting a *Form of Precious Metals Delivery Notice* request Strategic Gold to deliver all or part of their gold and/or silver to a place designated in writing by the Owner. Strategic Gold shall not be obligated to comply with any such delivery instructions unless:

1. the delivery instructions comply with the Strategic Gold Clear Title Account Program Operating Procedures; and
2. the Owner has paid all fees due and payable to Strategic Gold, including the accrued administrative fee.

Clients who remove bullion from the certified LBMA vault should be aware that such removal would likely break the *Good Delivery Standards* qualification of the bullion, which means that it may need to be re-assayed before it can be sold. Owners should understand that this could be both costly and time consuming.

If a Client takes possession at one of the storage locations, there is no additional fee. If a Client requests delivery of all or part of their account holdings to an alternative location, all fees associated with the safe transport of their bullion are the responsibility of the Owner. As this cost is determined by the exact delivery instructions, Clients will be invoiced for the specific costs associated with the transaction.

1. The Client gives instructions for physical delivery by submitting a *Form of Precious Metals Delivery Notice*.
2. Any accrued and unpaid Administrative Services Fee will be collected prior to delivery.
3. The Client takes possession of their holdings at the vault or they can instruct Strategic Gold to securely transport their holdings to a specific address.

#### **ACCOUNT MANAGEMENT**

##### **RESPONSIBILITIES OF CLIENT; SCOPE OF USE**

You acknowledge that you shall be the authorized user of the services under this Agreement. You agree not to re-disseminate any information obtained under this agreement in any manner to third parties without the expressed written consent of Strategic Gold. You shall be responsible for the confidentiality

and use of your password(s) and other security data, methods and devices. You understand that you shall be solely responsible for all transaction requests electronically transmitted using your passwords and other security data. You accept full responsibility for the monitoring of your account. You agree that Strategic Gold shall not be under a duty to inquire as to the authority or propriety of any instructions given to Strategic Gold by you or via your user ID and/or password, and shall be entitled to act upon any such instructions; and Strategic Gold will not be liable for any loss, cost, expense or other liability arising out of any such instructions.

To the extent that any services use Internet, wireless or related electronic or similar services to transport data or communications, Strategic Gold will take reasonable security precautions, but Strategic Gold disclaims any liability for interception of any such data or communications. Strategic Gold shall not be responsible for, and makes no warranties regarding, the access, speed or availability of such services. You recognize that your use of these services may involve the transmission to you of information that may be considered personal financial information. You consent to the transmission by electronic means of such information through your online account; such consent shall be effective at all times that you use the internet-based services.

## **FEE SCHEDULE**

### **PRICING**

Unless stated otherwise all price quotations given by Strategic Gold for the purchase and sale of bullion are indicative only and subject to movement in accordance with the Metal Price of the precious metal concerned.

The Account Holder and Strategic Gold Corporation acknowledge and agree that:

1. the prices at which Strategic Gold purchases and sells Good Delivery (100oz or 400oz gold bars and 1000oz silver bars) on their behalf shall be as close as reasonably possible to the international precious metals Spot Prices in effect at the time Strategic Gold receives the Owner's written instructions for purchase or sale; and
2. the bullion market offers smaller exact weight bars, at a premium to the Spot Market Price. This premium is determined by the bullion market; and
3. Strategic Gold does not add a mark-up or premium on Client purchases nor subtract a discount on Client sales, the price a client pays or receives is the price determined by the bullion market at the time of the transaction; and
4. while Strategic Gold buys and sells precious metals for its own account and for the accounts of its Clients, in so doing, it operates in an agency capacity; it does not function as an exchange.

Quotations will not include provision for any VAT that applies and for which Strategic Gold is required to account. In most cases, there should be no VAT chargeable as investment gold and currency is exempt from VAT. However, in certain cases, it may be that because of the nature of the product, or the Client's location, Strategic Gold has an obligation to account for VAT, which it is not aware of at the time of giving the quotation. In such cases, Strategic Gold reserves the right to revise its quoted price to include such VAT charges prior to accepting an order.

Strategic Gold shall not be responsible for any VAT or customs charges imposed on the Client by the revenue authorities of that Client's jurisdiction. The Client shall be responsible for and shall discharge all customs and excise charges and VAT payable by it on importation by the Client of metal products into that jurisdiction.

The Account Holder agrees that it is solely responsible and liable for any and all fees payable to Strategic Gold in the course of bullion purchase, sale, storage, bullion delivery and bank transfer fees in accordance with Strategic Gold's Fee schedule.

### **TRANSACTION FEE**

Strategic Gold charges a simple transaction fee of 1% on purchases and sales/physical delivery. There are no fabrication fees, no vault in/out fees and no other hidden premiums or commissions that are added to your purchase/sale price.

### **ACCOUNT MAINTENANCE**

An annual Administrative Services Fee will be charged to your Clear Title Account. This Administrative Services Fee will accrue daily based on the average daily value of your account, beginning at the time of the purchase of your precious metals. The Administrative Services Fee will be automatically deducted on a quarterly basis from your account's cash balance or small bar holdings (where the account does not hold a sufficient cash balance). If you sell or take delivery of all of the remaining bullion in your Clear Title Account, any accrued and unpaid Administrative Services Fee will be collected at the time of the sale or prior to the delivery.

### **ADMINISTRATIVE SERVICES FEE**

The comprehensive Administrative Services Fee covers all expenses of the Clear Title Account Program, with the exception of specific fees for certain transactions that may be requested, as disclosed below in the section titled "Additional Fees for Specific Services".

The Administrative Services Fee covers the Clear Title Account Program's services, including:

- Custody & Secure Vault Storage
- Third Party, Semi-annual Audits
- Third Party Transaction Oversight
- Account Insurance (Bullion)
- Administrative Services and Reporting

The Administrative Services Fee is three-fourths (3/4) of one percent of the market value of the gold bullion per annum in the Clear Title account and seven-eighths (7/8) of one percent of the market value of the silver bullion per annum in the Clear Title account.

ASSET	ANNUAL ADMINISTRATIVE SERVICES FEE
Gold	.75% per annum
Silver	.875% per annum

### **HOW WE CALCULATE THE ADMINISTRATIVE SERVICES FEE**

The Administrative Services Fee will be calculated and accrued on a daily basis.

Therefore, using the Daily London PM Fix price of gold or silver (which can be found at [www.lbma.org.uk](http://www.lbma.org.uk)) fees are calculated and accrue daily and paid on a quarterly basis in arrears based upon the following:

GOLD BULLION HOLDINGS:	
(Daily London PM Fix price of gold bullion x Ounces held x 3/4 of one percent) Divided by 365	
SILVER BULLION HOLDINGS:	
(Daily London PM Fix price of silver bullion x Ounces held x 7/8 of one percent) Divided by 365	

## HOW WE COLLECT THE ADMINISTRATIVE SERVICES FEE

Each quarter you will receive a statement reflecting the total Administrative Services Fee that has accrued during the prior quarter. The accrued quarterly Administrative Services Fee will be deducted from your Clear Title Account on the payment date indicated on the quarterly statement. As a rule, this payment date will be the 15<sup>th</sup> day of the month (or the next business day thereafter, if the 15<sup>th</sup> falls upon a weekend or holiday) immediately following the end of quarter date.

By opening a Clear Title Account, you hereby authorize Strategic Gold Corporation to initiate debit entries for payment of the Administrative Services Fee you owe to the Company for the administration of your Clear Title Account. You acknowledge that the payment of fees owed will be automatically deducted from your account only after you have received advance notice via the quarterly account statement of the amount to be deducted and you have had a reasonable opportunity to verify the accuracy of the Administrative Services Fee calculation. All Administrative Services Fees paid will be reflected on the next quarter's account statement and in account activity reports. This authorization is to remain in full force and effect as long as you hold an account with Strategic Gold Corporation.

### PAYMENT BY AUTOMATIC ACCOUNT DEBIT

On the payment date indicated in each quarterly statement, Strategic Gold will automatically debit the previous quarter's accrued Administrative Services Fee from your account accordingly:

#### CASH DEBITS

The Administrative Services Fee will be automatically deducted from the cash balance in the Account Holder's Clear Title Account. In this way, Clients have the option of paying their Administrative Services Fee in cash by ensuring that their account holds a cash balance sufficient to cover the prior quarter's accrued expense.

#### BULLION DEBITS

In the event that your account does not hold a sufficient cash balance to cover the quarterly Administrative Services Fee, you authorize Strategic Gold to initiate a bullion debit. A bullion debit means that a minimum number of small bars will be sold from your Small Bar Holdings at the spot market price on the payment date indicated on your quarterly statement in order to raise the cash necessary to cover your quarterly Administrative Services Fee. You acknowledge that this will necessarily involve a sale of your precious metals of equivalent value to cover the fee owed. After the Administrative Services Fee has been collected, any cash balance generated from the sale of your small bar(s) is immediately posted to your account.

## OTHER FEES FOR SPECIFIC SERVICES

### TRANSPORTATION OF BULLION TO AND FROM THE VAULT FACILITY

The account holder is fully responsible for all costs associated with the safe transportation and handling of bullion into the vault (from the market or source of purchase) and out of the vault (to the market, buyer, or for physical delivery/sale).

Under ordinary circumstances, when bullion is purchased from inventory readily available in the same city/region as the selected Storage Facility, Strategic Gold covers the initial inbound transportation at the time of purchase with no additional fee to the owner. However, in cases where the specific gold or silver to be purchased is not readily available locally and must be sourced and shipped from another location, or when bullion is withdrawn for sale/delivery, all associated transportation, insurance, handling, and related fees are the sole responsibility of the account holder. Costs vary depending on distance, security

requirements, and market conditions; the account holder will be invoiced accordingly prior to the movement of bullion.

#### TRANSPORTATION OF BULLION BETWEEN VAULT FACILITIES

In accordance with the Strategic Gold Clear Title Account Program's Operating Procedures, owners may elect to move their bullion from one storage location to another at any time. All fees associated with the safe transport and handlings of bullion are the responsibility of the owner. As this cost varies, the owner is invoiced accordingly.

#### CONVERTING BULLION TO COINS AND COINS TO BULLION

Strategic Gold offers its Clients the ability to convert their bar holdings into coins or their coin holdings to bar(s). Specific fees may apply to such transactions based upon market conditions.

#### CURRENCY EXCHANGE FEE

Strategic Gold may charge up to 1% on foreign currency conversion.

#### BANK WIRE FEE

Strategic Gold charges a \$60.00 bank wire fee on disbursements from your Clear Title account to your bank account of record.

### **MINIMUM BALANCE REQUIREMENT**

The minimum amount required to open an account and that must be deposited and maintained in an account is one gold Kilo bar (32.15 oz).

We reserve the right to execute orders and hold Precious Metals for a client below these minimums however; a decision to do so does not in any way imply a continuing waiver of these stated minimums.

#### **How We Treat Accounts That Do Not Maintain the Minimum Balance**

Strategic Gold's fees are based on a percentage of assets under administration, billed quarterly in arrears. This best aligns our objective of providing exceptional service with the goals of our clients. Our fees only increase as your assets increase.

All bullion administered in the Clear Title Account Program is subject to a semi-annual audit. However, accounts that do not meet the minimum balance requirements may not receive an individualized semi-annual audit report. Accounts that do not meet the minimum requirement may instead be issued a general audit report on a semi-annual basis.

### **REFUNDS**

Purchases of gold and silver bullion may leave a cash balance in the Client's account. At the Client's request, these funds may either be refunded by check, wire, or used as a credit to offset future Administrative Services Fee payments.

### **AMENDMENTS TO THE FEE SCHEDULE**

The Fee Schedule may be amended by Strategic Gold from time to time, which will include handling and storage fees. Written notice of any variation in the Fee Schedule will promptly be sent to the Owner.

1. The Owner shall pay the Administrative Services Fee charged by Strategic Gold on a quarterly basis.
2. Any costs incurred with respect to 'Additional Fees for Specific Services' or special arrangements requested by the Owner for the delivery or storage of their bullion must be paid in full by the Owner.

3. The Owner acknowledges and agrees that any unpaid Administrative Services Fee shall automatically be deducted by Strategic Gold from the proceeds of any sale of an Owner's bullion.

## **BUSINESS CONTINUITY PLAN**

Strategic Gold Corporation has developed and set forth below a written plan to ensure business continuity in the event of a Significant Business Disruption ("SBD"). Our firm's policy is to respond to an SBD by safeguarding employees' lives and firm property, making a financial and operational assessment, quickly recovering and resuming operations, protecting all of the firm's books and records, and allowing our Clients to transact business. In the event that we determine we are unable to continue our business, we will notify our Clients. The firm maintains business continuity sites and plans to support two timeframes: intra-day (short term 1-3 days) and long term (3+ days). Strategic Gold's business continuity plan (BCP) is designed to ensure that SGC will continue to meet its fiduciary responsibilities regardless of the environment.

### **SIGNIFICANT BUSINESS DISRUPTIONS (SBDS)**

Our plan anticipates two kinds of SBDs, internal and external. Internal SBDs affect only Strategic Gold's ability to communicate and do business, such as a fire in our building. External SBDs prevent the operation of the markets or a number of firms, such as a terrorist attack, a city flood, or a wide scale, regional disruption. Our response to an external SBD relies more heavily on other organizations and systems, especially on the capabilities of our corporate attorney and custodians.

### **DATA Loss**

Strategic Gold's system contains data in electronic form which could conceivably be lost in a widespread and catastrophic machinery failure. Strategic Gold operates a redundant machinery policy which means that every component of its data storing capability is protected by both local and remote data duplication. The likelihood of a simultaneous loss of all data copies is extremely low. However, in addition to this the system prints out a complete system balance once a week, sends an encrypted copy to remote data vaults, and during each week logs in paper format all transactions, ensuring that data loss is a temporary inconvenience, not a disaster. Moreover you can save the published reconciliation of your property on your own computer, thereby duplicating that part of the records which relates to your own property.

### **CLIENTS' ACCESS TO FUNDS**

Strategic Gold Corporation does not maintain custody of clients' bullion assets, which are maintained within the custodial vaults of Loomis International, the custodian. In the event of an internal or external significant business disruption, if telephone service is available, our employees will take client orders or instructions and contact the custodians on their behalf, and if our Web access is available, our firm will post on our Web site the procedures whereby clients may access their bullion assets.

If Strategic Gold is unable to meet its obligations to its Clients, it has authorized the trustee to disburse assets to clients. In such an event, our *Operational Procedures for Circumstances in Extremis* (See Below) will come into effect.

### **FORCE MAJEURE**

Strategic Gold shall not be liable to you for any delay or failure by it to perform its obligations if such delay or failure arises from any unforeseeable causes beyond its reasonable control including, but not limited to, acts of God, floods, lightning, earthquakes, labor disputes, shortages, rationing, utility failures, war, terrorism, riot, embargoes, and actions of any government agency or subdivision thereof.

If Strategic Gold is wholly or partially unable to perform any of its obligations hereunder as a result of Force Majeure, then Strategic Gold shall give to the Owner prompt written notice of the Force Majeure and, insofar as known to it, the probable extent to which it shall be unable to perform or be delayed in performing its obligations, and such obligations shall thereupon be suspended but only for so long as, and to the extent that, Strategic Gold continues to be affected by the Force Majeure

### **OPERATIONAL PROCEDURES FOR CIRCUMSTANCES IN EXTREMIS**

If Strategic Gold is wholly or partially unable to perform any of its obligations hereunder as a result of Force Majeure, bankruptcy, unwinding, corporate dissolution, or otherwise, the Strategic Gold Operational Procedures for Circumstances In Extremis will be initiated. An independent Trustee has been established in order to fully protect the individual property rights of our Clients and their holdings upon the occurrence of any such event. The Trustee maintains access to the firm's mission critical systems and database. Our custodian (Loomis International) and trading partners have agreed to recognize the Trustee as the lawful administrator/agent of the Clear Title Account Program in Circumstances In Extremis for the benefit of each Client.

For more information on our Business Continuity Plan and Operational Procedures for Circumstances In Extremis, please contact our Naples office.

### **COMPLAINTS RESOLUTION**

If you have any complaints in relation to the service being provided by Strategic Gold, you should contact our Naples office immediately. In particular, if you dispute, disagree with or have any issue with the content of any communication sent to you by email or by mail you must contact Strategic Gold immediately. Strategic Gold shall be entitled to assume your acceptance of the content of an email or postal communication if within three calendar days of the date of transmission to the correct email address or the date of service of such postal communication (as the case may be), no response from you has been received by Strategic Gold.

Strategic Gold shall use all reasonable endeavors to resolve any issues communicated to us by you, but you acknowledge that any delay in communicating such dispute, disagreement or issue may prevent or reduce the value of any resolution of such matter.

### **DISCLAIMERS**

#### **ANTI-MONEY LAUNDERING**

Strategic Gold is designed to be a very secure home for legally acquired wealth. It is not a useful or secure resource for money launderers.

Strategic Gold recognizes your right to confidentiality where your identity has been validated. However where for whatever reason Strategic Gold becomes suspicious of an attempt at money laundering Strategic Gold will actively assist the appropriate authorities in their efforts to detect it. Strategic Gold also keeps comprehensive records of cash and bullion dealing activity in order to assist the authorities in this regard.

It is the policy of the firm to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the unlawful proceeds appear to have derived from legitimate origins or constitute legitimate assets.

For reasons relating to both security and anti-money laundering legislation, Strategic Gold requires deposits to come from a single bank account.

For reasons relating both to security and anti-money laundering legislation, Strategic Gold enforces the exit of funds to the *Bank Account of Record*.

There is no capability for transferring funds between accounts in the Clear Title Account Program even where commonly owned.

#### **WE DO NOT OFFER INVESTMENT ADVICE**

Strategic Gold has not offered or given and will not provide a Strategic Gold Clear Title Account Program participant any investment advice whatsoever, including in connection with a participant's purchase or sale of precious metals or gold products under the Program. If a participant has any doubt as to the suitability of gold as an investment, he or she should consult with a legal and/or financial adviser before entering the Program. Strategic Gold's role is to serve as the Owner's agent to arrange the purchase and storage of physical bullion and to implement the Strategic Gold Clear Title Account Program for the benefit of the Owner.

Gold markets are volatile, and there may be sudden and dramatic fluctuations in the price of gold. Accordingly, ownership of gold involves a high degree of risk and is not suitable for all persons. Losses may be incurred both as a result of gold metal price diminution and if any price gains do not exceed applicable fees charged by Strategic Gold. Ownership of gold provides no guarantee of interest or yield.

#### **SYSTEM AVAILABILITY AND DOWNTIME**

Strategic Gold's computerized system, which is accessed by you across the internet, might become inaccessible for periods of time. This could prevent you from executing a transaction which you would otherwise have made. This risk is not a Strategic Gold responsibility. Clients may always place an order via telephone to purchase, sell or request delivery of bullion.

There may also be planned service interruptions at other times where maintenance requires urgent action which cannot wait until a weekend. Such service interruptions will where possible be planned at times of lower public demand for the service.

Where service interruption is planned and you have an open order, your order will ordinarily survive the service interruption.

When an unscheduled service interruption occurs and you have an open order, your order will ordinarily be removed at the resumption of the service and any un-filled element of the order will be treated as cancelled.

We will endeavor to keep you informed via email when you have open orders during a period of unscheduled service interruption, but the nature of the service interruption may make it impractical for us to do this.

You accept that service interruption is an unavoidable event on networked computers. You accept our terms for handling service interruption vis-a-vis your open orders. You understand that leaving a firm order on the order board can expose you to risks which are increased in the event of a service interruption, and you accept those risks.

#### **IDENTITY THEFT**

If your Strategic Gold account number and password are compromised, you are at risk of unauthorized access to your account. Any change of your account details would be acknowledged to you. Any

withdrawal resulting from use of a compromised password would only be to your linked *Bank Account of Record* or - in the case of a delivery request - would be in person, in which case it would be validated against your filed identity verification, and subject to indemnity insurance taken out by Strategic Gold, at the withdrawer's expense, which would compensate you against loss. As a result the most serious risk arising from the theft of a password is loss of privacy.

### RISK FACTORS

The price of gold may fluctuate sharply. Gold prices are affected by many economic, monetary and political factors. These factors include changing production costs, shifts in public and private supply and demand, variations in mine producers' inventory policy, changes in the currency supply, currency devaluation, changes in the rate of general currency price inflation and changes in international investment patterns and confidence in monetary systems, economic growth rates and political developments. The largest producers of gold are the Republic of South Africa, the United States of America, Canada, Australia, and the Commonwealth of Independent States. Changing social and political conditions from time to time in these countries may pose certain risks. Such conditions could cause these countries to increase output or sell inventories, which could influence the price of gold.

Your ownership of gold bullion will not generate income and will be subject to insurance, shipping and storage costs. Your sole source of return from owning gold through The Strategic Gold Clear Title Account Program will be gains, if any, realized on the sale of your specific gold bullion, and not from sales or any other transactions involving the bullion owned by any other person or entity involved in the Program.

Certain entities, including central banks of certain nations, have from time to time conducted sales of relatively large amounts of gold bullion and may continue to do so from time to time in the future. Large purchases or sales of gold bullion, including sales by the central banks of certain nations, are likely to affect the price of gold bullion.

Governments and other agencies seeking currency stability, or for other reasons, might seek to constrain or tax the ownership of bullion to the disadvantage of its owners. Strategic Gold provides for multiple locations from which you may choose one or more. The actuality or fear of government action might affect the value of bullion stored in a given location.

Your cash balances at Strategic Gold are deposited in a segregated account at a highly rated bank, but your money's safety is dependent on bank integrity. All banks are subject to possible failure. Depending on a number of factors in the event of bank failure you might be entitled to receive compensation from appropriate authorities, but the terms of such compensation are complex and the timescale for receiving compensation might be long. When your money is used to buy bullion your exposure to bank insolvency ceases.

**IMPORTANT NOTE:** The precious metal bullion markets, worldwide, are unregulated. There is no guarantee, explicit or implied, of the future value of any of the precious metal products that you purchase and hold through the Clear Title Account Program. Accordingly, investments in precious metals involve a degree of risk which may make them unsuitable for certain individuals. You should carefully consider the suitability of an investment in precious metals as a personal investment and if need be should consider seeking independent professional advice before proceeding.

### TAX CONSIDERATIONS

You are not to construe the contents of this document or any prior or subsequent communications from Strategic Gold Corporation, or any of its officers, agents or employees, as legal or tax advice.

You acknowledge that we provide no tax advice respecting your account or investments in Precious Metals. You should consult your own legal counsel and accountants as to tax and related matters concerning this investment.

#### **JURISDICTION**

This document does not constitute an invitation to buy or the solicitation of an offer to sell services or products to any person or entity in any state, country or jurisdiction where such an offer or solicitation is unlawful.

Strategic Gold is a Company incorporated in the State of Florida. These Terms and Conditions shall be governed by and construed in accordance with the laws of the United States and the State of Florida, without giving effect to conflicts of law principles thereof. The laws of the United States and the State of Florida covers well established Western principles of statutory property rights and statutory company law.

The physical bullion market is regulated by traditional property law, and not by the Securities and Exchange Commission ("SEC") or the Commodity Futures Trading Commission ("CFTC").

You understand and acknowledge that Strategic Gold's regulatory status is markedly different from the financial services industry. Modern financial services businesses throughout the world tend to be companies which deal in paper based instruments generally called 'securities', and these are subject to increasing legal sophistication and regulation. Because Strategic Gold offers a credit-free environment, and because it deals in the absolute ownership of physical metal, and not paper-based contractual rights, it falls outside the defined scope of formal financial services regulation, as does the rest of the physical bullion industry.

We believe this offers a clearer and better enforced regulatory environment. In Strategic Gold you own bullion, and not a piece of paper evidencing an entitlement under a trust. The property right this gives you is much simpler, better established, and less subject to change than modern securities law.

Although we know of nothing specific, it is conceivable that the jurisdictions under which Strategic Gold operates might change their current reporting requirements. It is likely that such a change would be debated openly before being implemented. Where this occurs, and provided we are not prevented from doing so, we would inform you of any likely change.

#### **FRAUD**

Strategic Gold shall not be liable for any loss or damage whatsoever resulting directly or indirectly from actions it takes in response to a fraudulent instruction where Strategic Gold has no actual knowledge of fraud.

#### **EXCLUSIONS AND LIMITS OF LIABILITY**

1. The following provisions set out the entire financial liability of Strategic Gold (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:
  - i. any breach of these Terms and Conditions; and
  - ii. any representation, statement or act or omission including negligence arising under or in connection with these Terms and Conditions.
2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded here from.
3. Nothing in these Terms and Conditions excludes or limits the liability of Strategic Gold:
  - i. for any matter which it would be illegal for Strategic Gold to exclude or attempt to exclude its liability; or

- ii. for fraud or fraudulent misrepresentation.
- 4. Subject to paragraphs (2) and (3) above:
  - i. Strategic Gold's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms and Conditions shall be limited to the value of your cash balance and/or bullion from time to time deposited with or by Strategic Gold; and
  - ii. Strategic Gold shall not be liable to you for any pure economic loss, fall in the value of your bullion or currency, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Terms and Conditions.

## GENERAL

1. Strategic Gold reserves the right not to accept any application for participation in the Strategic Gold Clear Title Account Program.
2. You have read and understand these Terms and Conditions of the Program and acknowledge that all risk of decline in the market value of gold or silver is your sole risk, and Strategic Gold shall have no liability whatsoever for any such losses. If you have any questions as to the risks or suitability of owning gold and/or silver, you should contact your legal and/or financial advisor before purchasing gold/silver through the Clear Title Account Program.
3. You acknowledge and agree that Strategic Gold has not offered or given and will not provide any investment advice in connection with any purchases or sales of gold or silver, or otherwise, and has not offered or given any opinion regarding the suitability of any transaction involving you and gold or silver or any other transaction made or which might be made by you.
4. You represent and warrant to Strategic Gold that all representations made by you to Strategic Gold herein, in its Clear Title Account Program Account Agreement are true and correct, and the performance by you of these Strategic Gold Clear Title Account Program Terms and Conditions will comply with all applicable laws.
5. You agree to pay, and to indemnify and save harmless Strategic Gold from and against, any tax or other levy, including any goods and services tax, imposed by any governmental agency, now or in the future, in respect of ownership, transfer, liquidation or delivery, of your gold and/or silver held in your Strategic Gold Clear Title Account or otherwise relating to your participation in the Strategic Gold Clear Title Account Program.
6. These terms and conditions shall supersede any oral agreements or representations between the parties.
7. Strategic Gold will not recognize any unauthorized third party claim, lien or interest in the Client's bullion and will act only upon the instructions of the Client in accordance with these Terms and Conditions.
8. Strategic Gold will not at any time deal, use, sell or encumber bullion held on behalf of its Clients. Strategic Gold will not engage in short or long selling, bullion market speculation or the employment or use of futures, hedging or derivative positions on behalf its Clients and/or bullion held under Strategic Gold's administration.
9. You acknowledge and agree to be bound by the Strategic Gold Clear Title Account Program Terms and Conditions by virtue of your signature on the Strategic Gold Clear Title Account

Program Application and your signature on the Strategic Gold Bailment Agreement or your acceptance online in passing through the registration screen.

**NATURE OF TERMS AND CONDITIONS**

These Strategic Gold Clear Title Account Program Terms and Conditions shall apply to all transactions between the Owner and Strategic Gold.

**AMENDMENT**

Strategic Gold reserves the right to change the Terms and Conditions herein and/or as specified in the Clear Title upon written notification to the Owner, and continued use of Strategic Gold's services by the Owner after receipt of such written notice shall constitute the Owner's acceptance of any such amendments.

**CORRECTION OR ERRORS**

Strategic Gold maintains the master copy of ownership records. Strategic Gold agrees with you that in so far as they relate to you these records shall only be modified upon the execution of your valid instructions, made according to these Terms and Conditions. In the event of administrative error Strategic Gold is entitled after the event to make appropriate adjustments to records of your account.

**TERMINATION**

Strategic Gold may terminate the Owner's participation in the Strategic Gold Clear Title Account Program at any time upon 30 days advance written notice. Upon termination, unless otherwise agreed by the parties, the Owner shall promptly surrender its Clear Title to Strategic Gold or its designee in exchange for and upon delivery of either (a) the cash liquidation value of its purchased gold or silver in effect at the time of surrender, or (b) the physical purchased gold or silver, in each case in accordance with the Strategic Gold Clear Title Account Program Terms and Conditions.

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