
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 12, 2019

U.S. Gold Corp.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction
of incorporation)

001-08266

Commission
File Number:

22-1831409

(IRS Employer
Identification No.)

1910 E. Idaho Street, Suite 102-Box 604, Elko, NV 89801

(Address of principal executive offices, including zip code)

(800) 557-4550

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

Effective April 12, 2019, U.S. Gold Corp. (the “**Company**”) entered into an agreement with Ryan K. Zinke pursuant to which Mr. Zinke will provide certain consulting services to the Company, including investor relations and governmental relations services. The Company has agreed to pay for Mr. Zinke’s services at a rate of \$90,000 per year, with \$45,000 payable in cash and \$45,000 payable in the common stock of the Company. The Company may terminate the agreement at any time. Mr. Zinke also will be reimbursed for reasonable expenses provided that no such expenses will result in aggregate payments from the Company to Mr. Zinke in excess of \$120,000 during any 12-month period.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

Effective April 12, 2019, the Board of Directors of the Company increased the size of the Company’s Board of Directors from 5 to 6 directors (the “**Board Increase**”). The Company effected the Board Increase pursuant to Article V, Section 1 of its bylaws.

Effective April 12, 2019, the Board of Directors appointed Mr. Ryan K. Zinke to the Board of Directors of the Company to fill the vacancy created by the Board Increase. Mr. Zinke, age 57, has a Bachelor of Science from the University of Oregon, a Master of Science from the University of San Diego, and a Master of Business Administration from National University. Most recently, Mr. Zinke was the United States Secretary of the Interior from March 2017 through January 2019. Previously, Mr. Zinke was a member of the United States House of Representatives from January 2015 through March 2017, where he served on the House Armed Services and Natural Resources committees, and a member of the Montana State Senate from January 2009 through January 2013. Prior to his involvement in politics, Mr. Zinke and served in the United States Navy for 23 years from 1986 through 2008. During his time in the military, Mr. Zinke served two tours of duty as part of SEAL Team Six, was Acting Commander of the United States special forces in Iraq, was Task Force Commander in Bosnia and Kosovo, and served as dean of the Naval Special Warfare Advance Training Command until his retirement from active duty in 2008.

Concurrent with the appointment of Mr. Zinke to the Company’s Board of Directors, the Company retained Mr. Zinke as a consultant, pursuant to such arrangement Mr. Zinke will provide certain consulting services under the terms of the consulting agreement. See, Item 1.01 Entry Into a Material Definitive Agreement. Mr. Zinke will be eligible to receive board fees, expense reimbursement, and compensation paid to members of the Board of Directors. There are no other arrangements or understandings pursuant to which Mr. Zinke was selected as a director of the Company.

The arrangements are not considered related party transactions required to be reported pursuant to Item 404(a) of Regulations S-K.

Item 7.01 Regulation FD Disclosure.

On April 16, 2019 the Company issued a press release entitled “U.S. Gold Corp. appoints the Honorable Ryan K. Zinke, Former Secretary of Interior to the Board of Directors”. A copy of the press release is attached as Exhibit 99.1 and incorporated herein by reference.

In accordance with General Instruction B.2 of Form 8-K, the information in this report, including the exhibits attached hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
99.1	<u>Press Release of U.S. Gold Corp.*</u>
10.1	<u>Consulting Agreement</u>

* Furnished to not filed with the SEC pursuant to Item 7.01 above.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

U.S. GOLD CORP.

Date: April 16, 2019

By: /s/ Edward Karr
Edward Karr

EXHIBIT INDEX

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99.1	Press Release of U.S. Gold Corp.*
10.1	Consulting Agreement

* Furnished to not filed with the SEC pursuant to Item 7.01 above.

CONSULTING AGREEMENT

This CONSULTING AGREEMENT, dated April 12, 2019 (the “Agreement”) between Ryan K. Zinke (the “Consultant”), and U.S. Gold Corp., a Nevada corporation (the “Company”).

WHEREAS, the Company desires to engage the Consultant to provide certain consulting services related to the Company’s business and Consultant is willing to be engaged by the Company as a consultant and to provide such services, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Company and Consultant agree as follows:

1. Consulting. The Company hereby retains Consultant, and Consultant hereby agrees to make himself available as a consultant to the Company, upon the terms and subject to the conditions contained herein.

2. Duties of Consultant. During the Consultant Term (as hereinafter defined), Consultant shall provide the Company with such regular and customary capital markets and corporate consulting advice as is reasonably requested by the Company, provided that Consultant shall not be required to undertake duties not reasonably within the scope of this Agreement. It is understood and acknowledged by the parties that the value of Consultant’s advice is not readily quantifiable, and that although Consultant shall be obligated to render the advice contemplated by this Agreement upon the reasonable request of the Company, in good faith, Consultant shall not be obligated to spend any specific amount of time in so doing. Consultant’s duties may include but will not necessarily be limited to, providing recommendations concerning the following matters:

- Investor introductions, strategic introductions to potential industry partners.

- Assistance with governmental relations including permitting, Bureau of Land Management interaction and coordination with State of Wyoming regulators.

Notwithstanding the foregoing, the services to be rendered by the Consultant to the Company shall not (unless the Consultant is appropriately licensed, registered or there is an exemption available from such licensing or registration) include, directly or indirectly: any activities which require the Consultant to register as a broker-dealer under the Securities Exchange Act of 1934.

3. Term. Subject to the provisions for termination hereinafter provided, the term of this Agreement shall commence on the date hereof (the “Effective Date”) and shall continue for a period of 365 days. The Consultant Term may be extended upon the mutual agreement of the Company and the Consultant.

4. Compensation. In consideration of the services to be rendered by Consultant hereunder, during the Consultant Term the Company agrees compensate the Consultant with an annual fee of \$90,000.00 USD (the “Fees”), consisting of shares of the Company’s common stock with a value of \$45,000 and a cash payment of \$45,000. The Company shall pay the Fee as follows: (i) shares of the Company’s common stock will be issued to the Consultant within five (5) days of the Effective Date based on the closing price of the Company’s common stock on the Effective Date; and (ii) the Company will pay the Consultant \$3,750 per month in cash payable [on the first] of each month.

5. Termination. The Company may, in its sole discretion, terminate this Agreement at any time.

6. Reimbursement. The Company will reimburse the Consultant for all reasonable out-of-pocket expenses incurred in connection with this Agreement; *provided that* in no event will the aggregate amount of the Fees and such expense reimbursement under this Section 6 exceed \$120,000.00 USD within any 12 month period or otherwise disqualify the Consultant as an Independent Director as defined in the Nasdaq Rule 5605(a)(2).

7. Confidential Information. Consultant recognizes and acknowledges that by reason of Consultant's retention by and service to the Company before, during and, if applicable, after the Consulting Term, Consultant will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to as "Confidential Information"). Consultant acknowledges that such Confidential Information is a valuable and unique asset of the Company and Consultant covenants that he will not, unless expressly authorized in writing by the Company, at any time during the Consulting Term use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Consultant's duties for the Company and in a manner consistent with the Company's policies regarding Confidential Information. Consultant also covenants that at any time after the termination of this Agreement, directly or indirectly, he will not use any Confidential Information nor divulge nor disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Consultant or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Consultant to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Consultant's possession during the Consulting Term shall remain the property of the Company. Except as required in the performance of Consultant's duties for the Company, or unless expressly authorized in writing by the Company, Consultant shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Consultant's duties for the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of this Agreement, the Consultant agrees to return immediately to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Consultant's possession.

8. Independent Contractor. It is understood and agreed that this Agreement does not create any relationship of association, partnership or joint venture between the parties, nor constitute either party as the agent or legal representative of the other for any purpose whatsoever; and the relationship of Consultant to the Company for all purposes shall be one of an independent contractor. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf or in the name of the other, or to bind the other in any manner whatsoever.

9. Consultant's Services to Others. Nothing contained in this Agreement shall be construed to limit or restrict the Consultant from providing services, whether similar in nature or not, to other entities or individuals. Consultant acknowledges that the Company may hire other consultants to provide services similar to those provided by the Consultant.

10. Conflict of Interest. The Consultant and the Company hereby agree that there is no conflict of interest in connection with the retention by the Company of the Consultant pursuant to this Agreement.

11. Waiver of Breach. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach.

12. Binding Effect; Benefits. None of the parties hereto may assign his or its rights hereunder without the prior written consent of the other parties hereto, and any such attempted assignment without such consent shall be null and void and without effect. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, permitted assigns, heirs and legal representatives.

13. Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) when delivered in person; (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; (c) 1 business day after being mailed with a nationally recognized overnight courier service; or (d) 3 business days after being mailed by registered or certified first class mail, postage prepaid, return receipt requested, to the parties hereto at:

If to the Company, to :	Edward Karr President & CEO U.S. Gold Corp. Suite 102 – Box 604 1910 E Idaho Street Elko, NV 89801 Email: ek@usgoldcorp.gold
With copy, (which shall not constitute notice):	Kenneth Sam, Partner Dorsey & Whitney LLP 1400 Wewatta Street, Suite 400 Denver, CO 80205 Email: Sam.Kenneth@dorsey.com
If to the Consultant, to:	Ryan K. Zinke Main Office: 409 2 nd Street West Whitefish MT 59937 Mailing Address: 1292 Las Manos Lane Santa Barbara CA 93109 Email: ryanzinke@yahoo.com

12. Entire Agreement; Amendments. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only by an agreement in writing signed by the party against whom any amendment or modification is sought.

13. Severability. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such provision. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

14. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of Nevada without giving effect to the principles of conflicts of law thereof. The parties hereto each hereby submits himself or itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the state courts in the State of Nevada.

15. Headings. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement or the intent of the provisions thereof.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

U.S. GOLD CORP.

Edward Karr
President & CEO

CONSULTANT

Ryan K. Zinke

[Signature Page to Consulting Agreement between U.S. Gold Corp. and Ryan K. Zinke]



U.S. Gold Corp. appoints the Honorable Ryan K. Zinke, Former Secretary of Interior to the Board of Directors

- Former Congressman and 52nd US Secretary of the Interior for the Trump Administration

- A geologist from Montana with in-depth mining industry regulatory contacts and experience

ELKO, NV, April __, 2019 – U.S. Gold Corp. (NASDAQ: USAU), a gold exploration and development company, is pleased to announce that the Honorable Ryan K. Zinke has been appointed to the Board of Directors.

The Honorable Ryan Zinke was born and raised in Montana and attended the University of Oregon where he was awarded All-PAC 10 honors, the Sahlstrom Award and the prestigious Emerald Cup Award for academic, leadership and athletic achievement. He then attended US Navy Officers Candidate School and completed Navy SEAL Training in 1985 and was assigned to SEAL Team ONE. Highlights of Commander Zinke's twenty-three-year career in Special Operations includes two tours of duty at SEAL Team SIX, Acting Commander of Special Forces in Iraq, Task Force Commander in Bosnia and Kosovo, and served as the "Dean" of Special Warfare training. He was awarded the Bronze Star for combat in Iraq and is credited with conducting 360 combat missions and the capture or kill of 72 terrorists. He retired from active duty in 2008 and was elected as a Montana State Senator and later twice elected as Montana's sole member of the US House of Representatives. He served on the House Armed Services and Natural Resources committees. In 2016, Congressman Zinke was nominated by President Donald J. Trump and later confirmed by the US Senate to serve as the 52nd US Secretary of the Interior. As Secretary, he was a champion of restoring the voice of state and local communities in land and wildlife management decisions, established and protected wildlife corridors, budgeted for the largest investment in our Nation's history for National Parks, increased public access for recreation and traditional use, and was the principle architect of the American Energy "Dominance" policy. After 31 years of public service, President Trump accepted his resignation in 2019. The Honorable Ryan Zinke is the author of American Commander and serves on numerous boards. He holds an MBA in Finance, an MS in Global Leadership, and a BS in Geology.

Edward Karr, President and CEO of U.S. Gold Corp., stated, "All of the Directors of U.S. Gold Corp. are thrilled to welcome the Honorable Ryan Zinke to our Board. As the former Secretary of the Interior and a geologist, Commander Zinke has an in-depth knowledge of the governmental regulatory and permitting process for mining and exploration companies. We look forward to his future contributions to the overall Board, technical committees and permitting assistance with our Copper King project in Wyoming."

The Honorable Ryan Zinke commented, "I look forward to joining a winning team. U.S. Gold Corp. has attractive exploration and development projects in two mining friendly jurisdictions of Wyoming and Nevada. I am confident that my prior experience can add tremendous value to the company. I am excited to work closely with management and the Board to help make mining great again in America."

About U.S. Gold Corp.

U.S. Gold Corp. is a publicly traded U.S.-focused gold exploration and development company. U.S. Gold Corp. has a portfolio of development and exploration properties. Copper King is located in Southeast Wyoming and has a Preliminary Economic Assessment (PEA) technical report, which was completed by Mine Development Associates. Keystone is an exploration property on the Cortez Trend in Nevada. For more information about U.S. Gold Corp., please visit www.usgoldcorp.gold.

Forward-looking and cautionary statements

Forward-looking statements in this press release and all other statements that are not historical facts are made under the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements involve factors, risks, and uncertainties that may cause actual results in future periods to differ materially from such statements. There are a number of factors that could cause actual events to differ materially from those indicated by such forward-looking statements. These factors include, but are not limited to, risks arising from: changes in the price of gold and mining industry cost inputs, environmental and regulatory risks, risks faced by junior companies generally engaged in exploration activities, and other factors described in the Company's most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K filed with the Securities and Exchange Commission, which can be reviewed at www.sec.gov. We make no representation or warranty that the information contained herein is complete and accurate, and we have no duty to correct or update any information contained herein.

INVESTOR CONTACT:

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