



(THE "COMPANY")

COMPENSATION RECOUPMENT POLICY

Introduction

The Board of Directors (the "**Board**") of Gold Standard Ventures Corporation (the "**Company**"), is dedicated to maintaining and enhancing a culture that emphasizes integrity and accountability and that reinforces the Company's pay-for-performance compensation philosophy. As a result, the Board has adopted this policy, which provides for the recoupment of certain executive compensation in the event of an accounting restatement resulting from material noncompliance with financial reporting requirements under the applicable securities laws (the "**Policy**").

Administration

This Policy will be administered by the Board or, if so designated by the Board, the Compensation Committee of the Board, in which case references herein to the Board will be deemed references to the Compensation Committee. Any determinations made by the Board will be final and binding on all affected individuals.

Covered Persons

This Policy applies to the Company's current and former officers, and such other employees who may from time to time be deemed subject to the Policy by the Board ("**Covered Persons**"). The Covered Persons agree that as a condition of receiving any Incentive Compensation they will be bound by the terms of this Policy and that, in case of employees, they will form part of their terms of employment.

Incentive Compensation Covered by the Policy

For purposes of this Policy, "**Incentive Compensation**" means any compensation earned, granted or vested, in whole or in part, by a Covered Person based on any Total Shareholder Return measure or any financial reporting measure which is based on accounting principles using the Company's financial statements. Any measure derived from the preceding measures are referred to herein as a "**Financial Goal**". For avoidance of doubt, salary, discretionary cash bonuses, RSUs and stock options (which are not granted or earned based on Financial Goals and which vest over time) and awards that are based purely on non-Financial Goals, are not subject to this Policy.

Accounting Restatement Triggering Event

For purposes of this Policy,

1. a **“Restatement”** means an accounting restatement that the Company is required to prepare due to the Company’s material noncompliance with any financial reporting requirement under applicable securities laws. For the avoidance of doubt, an accounting restatement that occurs as a result of a change in accounting principles will not be deemed a Restatement.
2. **“Fraud”** means wrongful or criminal deception intended to result in financial or personal gain
3. a Serious Fraudulent act is any act of Fraud that the Board determines has resulted or will result in a material negative reputational or financial impact to the Company or its shareholders

Recoupment Period Covered and Amount

If a Restatement occurs or if the Board determines that a Serious Fraudulent Act has occurred regardless of the occurrence of a Restatement, the Board will review all Incentive Compensation earned, granted or vested by Covered Persons on the basis of having met or exceeded specific Financial Goals for performance periods during the Restatement period. With respect to each Covered Person, if the Covered Person engaged in gross negligence, intentional misconduct or Fraud which caused or partially caused the need for the Restatement, the Board will require the recoupment of part or all of the Incentive Compensation, whether vested or unvested and including gains on equity, during the three completed fiscal years preceding the date on which the Company is required to prepare the Restatement, that is in excess of what would have been earned, granted and vested by the Covered Person absent the Covered Person’s gross negligence, intentional misconduct or Fraud.

For purposes of this Policy, compensation will be deemed to have been earned, granted or vested in the fiscal period in which a Financial Goal is measured, even if the compensation is not actually paid until a later date and the compensation is subject to additional service-based or non-Financial Goal based vesting conditions after the period ends. The amount to be recouped will be the excess of the Incentive Compensation earned, granted or vested by the Covered Person based on the erroneous data in the original financial statements over the Incentive Compensation that would have been earned, granted or vested by the Covered Person had it been based on the restated data in the financial statements contained in the Restatement.

Method of Recoupment

The Board will determine, in its sole discretion, the method for recouping Incentive Compensation hereunder, which may include, without limitation:

- (a) requiring reimbursement of cash incentive compensation previously paid;
- (b) seeking recovery of any gain realized on the vesting, exercise, settlement, sale, transfer or other disposition of any equity-based awards;
- (c) offsetting the recouped amount from any compensation otherwise owed by the Company to the Covered Person;

- (d) cancelling outstanding vested or unvested equity awards; and/or
- (e) taking any other remedial and recovery action permitted by law, as determined by the Board.

The Covered Person agrees that it will repay to the Company any amounts determined by the Board to be repayable pursuant to this Policy.

Interpretation and Limitations

The Board is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate or advisable for the administration of this Policy.

Effective Date

This Policy will be effective as of the date it is adopted by the Board and will apply to Incentive Compensation that is approved, granted, awarded or paid out to Covered Persons for financial reporting measures attained in a fiscal year beginning on or after that date.

Amendment; Termination

The Board may in its discretion amend or terminate this Policy at any time.

Other Recoupment Rights

The Board intends that this Policy will be applied to the full extent permitted by governing laws and to the extent the Board determines that it is in the Company's best interest to do so. The Board may require that any employment agreement, equity award agreement or similar agreement entered into on or after the Effective Date will, as a condition to the grant of any benefit thereunder, require a Covered Person to agree to abide by the terms of this Policy. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any similar policy in any employment agreement, equity award agreement, or similar agreement and any other legal remedies available to the Company.

APPROVED by the Board on December 10, 2021.