

**MAWSON GOLD LIMITED**

**STOCK OPTION PLAN**

**2023**

**APPROVED BY THE BOARD: January 11, 2024**

**APPROVED BY SHAREHOLDERS: November 7, 2024**

## 1. GENERAL PROVISIONS

### 1.1 Interpretation

For the purpose of this Plan, the following terms shall have the following meanings:

- (a) **"Administrator"** means, initially, the secretary of the Corporation and thereafter shall mean such director, officer or employee of the Corporation as may be designated from time to time, as Administrator by the Board or an authorized committee of the Board;
- (b) **"Associate"** has the meaning ascribed to that term under section 1 of the *Securities Act* (British Columbia);
- (c) **"Board"** means the board of directors of the Corporation;
- (d) **"Certificate"** means a certificate, substantially in the form set out as Schedule "A" hereto, evidencing an Option;
- (e) **"Common Shares"** means the common shares without par value of the Corporation as currently constituted;
- (f) **"Corporation"** means Mawson Gold Limited;
- (g) **"Consultant"** means an individual (including an individual whose services are contracted through a corporation of which the individual is an employee or shareholder or a partnership of which the individual is an employee or partner) with whom the Corporation or any of its Subsidiaries has a contract for services and for whom there exists an exemption from applicable prospectus requirements permitting the granting of an Option;
- (h) **"Dependent Contractor"** means an individual (including an individual whose services are contracted through a personal holding corporation) with whom the Corporation has a contract for services, under which contract the Corporation maintains the same control and direction over the details and methods of work as it would for an employee of the Corporation, but for which individual income tax deductions are not made at source;
- (i) **"Exchange"** means the TSX Venture Exchange;
- (j) **"Effective Date"** means January 11, 2024;
- (k) **"Eligible Person"** means, subject to all applicable laws, an individual who is a director, officer, employee (whether part-time or full-time), Dependent Contractor, Management Company Employee or Consultant of the Corporation or any of its Subsidiaries;
- (l) **"Exercise Notice"** means the notice respecting the exercise of an Option, in substantially the form set out as Schedule "B" hereto, duly executed by the Option holder;

- (m) **"Insider"** has the meaning ascribed thereto in the policies of the Exchange;
- (n) **"Investor Relations Service Provider"** has the meaning ascribed thereto in the policies of the Exchange;
- (o) **"Management Company Employee"** has the meaning ascribed thereto in the policies of the Exchange;
- (p) **"Market Price"** has the meaning ascribed thereto in the policies of the Exchange;
- (q) **"Option"** means an option to purchase Common Shares granted to an Eligible Person pursuant to the terms of the Plan;
- (r) **"Outstanding Issue"** is determined on the basis of the number of Common Shares that are outstanding (on a non-diluted basis) immediately prior to the share issuance or grant of Option in question;
- (s) **"Participant"** means Eligible Persons to whom Options have been granted;
- (t) **"Personal Representative"** means:
  - (i) in the case of a deceased Participant, the executor or administrator of the deceased duly appointed by a court or public authority having jurisdiction to do so; and
  - (ii) in the case of a Participant who for any reason is unable to manage his or her affairs, the person entitled by law to act on behalf of such Participant;
- (u) **"Plan"** means this Stock Option Plan of the Corporation;
- (v) **"Share Compensation Arrangement"** means any stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Common Shares to Eligible Persons, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise;
- (w) **"Security Based Compensation"** has the meaning ascribed thereto in the policies of the Exchange;
- (x) **"Subsidiary"** has the meaning ascribed to it under section 1 of the *Securities Act* (British Columbia); and
- (y) **"Termination Date"** means the date on which a Participant ceases to be an Eligible Person in any capacity.

Words importing the singular number only shall include the plural and vice versa and words importing the masculine shall include the feminine.

This Plan is established under and the provisions of the Plan shall be interpreted and construed in accordance with the laws of British Columbia.

## **1.2 Purpose**

The purpose of the Plan is to advance the interests of the Corporation by (i) providing Eligible Persons with additional incentive, (ii) encouraging stock ownership by such Eligible Persons, (iii) increasing the proprietary interest of Eligible Persons in the success of the Corporation, (iv) encouraging the Eligible Persons to remain with the Corporation or its Subsidiaries, and (v) attracting new Eligible Persons.

## **1.3 Administration**

- (a) This Plan shall be administered by the Board or a committee of the Board duly authorized for this purpose by the Board and consisting of not less than three directors, as assisted by the Administrator. If a committee is authorized for this purpose, all references to the Board will be deemed to be references to the committee or the Board.
- (b) Subject to the limitations of the Plan, the Board shall have the authority:
  - (i) to grant Options to purchase Common Shares to Eligible Persons;
  - (ii) to determine the terms, limitations, restrictions and conditions respecting such grants;
  - (iii) to interpret the Plan and to adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem advisable; and
  - (iv) to make all other determinations and to take all other actions in connection with the implementation and administration of the Plan including, without limitation, for the purpose of ensuring compliance with section 1.6 hereof, as it may deem necessary or advisable.
- (c) The interpretation by the Board or an authorized committee of the Board of any of the provisions of the Plan and any determination by it pursuant thereto shall be final and conclusive and shall not be subject to any dispute by any Participant. No member of the Board or any person acting pursuant to authority delegated by the Board hereunder shall be liable for any action or determination in connection with the Plan made or taken in good faith and each member of the Board and each such person shall be entitled to indemnification with respect to any such action or determination in the manner provided for by the Corporation.

## **1.4 Shares Reserved**

- (a) The maximum aggregate number of Common Shares that may be reserved for issuance under this Plan at any point in time is 10% of the number of Common Shares which are issued and outstanding on the particular date of grant of Options, less any Common Shares reserved for issuance under share options, restricted stock units or other compensation securities granted under Share Compensation Arrangements other than this Plan, unless this Plan is amended pursuant to the requirements of Exchange.
- (b) Any Common Shares subject to an Option which for any reason is settled in cash, cancelled, terminated, surrendered forfeited or expired without being exercised without having been exercised, shall again be available for grant under the Plan.

## 1.5 Amendment and Termination

- (a) The Board may amend, suspend or terminate the Plan or any portion thereof at any time in accordance with applicable legislation, and subject to any required stock exchange or shareholder approval. No such amendment, suspension or termination shall impair any rights or increase any obligations under any Options granted previously to any Participant without the consent of such Participant, subject to paragraph 1.5(c) below. If the Plan is terminated, the provisions of the Plan and any administrative guidelines, and other rules and regulations adopted by the Board and in force at the time of the Plan shall continue in effect during such time as an Option or any rights pursuant thereto remain outstanding.
- (b) With the consent of the affected Participants, the Board may amend or modify any outstanding Option in any manner, subject to any required stock exchange or shareholder approval and the Board's ability to make amendments pursuant to paragraph 1.5(c).
- (c) Pursuant to the policies of the Exchange, the Board may, at any time, without further approval by the shareholders of the Corporation or the consent of the affected Participants, amend the Plan or any Option granted hereunder to:
  - (i) amend typographical, clerical and grammatical errors;
  - (ii) reflect changes to applicable securities laws;
  - (iii) include the addition of a cashless exercise feature, payable in cash or securities;
  - (iv) ensure that the Options granted under the Plan will comply with any provisions respecting the income tax and other laws in force in any country or jurisdiction of which a Participant to whom an Option has been granted may from time to time be resident or a citizen.
  - (v) amend the exercise price or the term of an Option for a Participant who is not an Insider; and
  - (vi) amend the vesting provisions of the Plan and/or a particular Option granted under the Plan,

Notwithstanding the foregoing, disinterested shareholder approval is required for any reduction in the exercise price of an Option, or the extension of the term of an Option, if the Option holder is an Insider of the Corporation at the time of the proposed amendment.

- (d) Subject to paragraphs 1.5(a) and (b), with the approval of the Exchange, the Board may also amend the Plan or any Option granted hereunder in any respect it may consider advisable, without further approval by the shareholders of the Corporation and without limiting the generality of the foregoing, it may do so to:
  - (i) amend the term of Options;
  - (ii) cancel Options; and
  - (iii) terminate the Plan.

## **1.6 Compliance with Legislation**

The Plan, the grant and exercise of Options hereunder and the Corporation's obligation to issue and deliver Common Shares upon exercise of Options shall be subject to all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulation of any stock exchange on which the Common Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Corporation, be required. The Corporation shall not be obliged by any provision of the Plan or the grant of any Option hereunder to issue or sell Common Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option shall be granted and no Common Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Common Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Common Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Common Shares pursuant to the Plan unless such Common Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Common Shares are listed for trading. Common Shares issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws and, if deemed necessary or expedient by the Board, the certificates representing the Common Shares issued upon the exercise of Options shall have a legend pertaining to such restriction.

## **1.7 Effective Date**

This Plan will supersede and replace all previous stock option plans on the Effective Date. This Plan is subject to the approval of:

- (a) the Exchange; and
- (b) the shareholders of the Corporation, given by the affirmative vote of a majority of the votes attached to the Common Shares of the Corporation entitled to vote and represented and voted at an annual or special meeting of the holders of such Common Shares held, among other things, to consider and approve the Plan,

and until such approvals are obtained Options granted pursuant to the Plan shall not be exercisable.

## **1.8 Miscellaneous**

- (a) Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required regulatory or shareholder approval.
- (b) Nothing contained in the Plan nor in any Option granted thereunder shall be deemed to give any Participant any interest or title in or to any Common Shares of the Corporation or any rights as a shareholder of the Corporation or any other legal or equitable right against the Corporation whatsoever other than as set forth in the Plan and pursuant to the exercise of any Option.
- (c) The Plan does not give any Eligible Person the right or obligation to become or to continue to serve as a director, officer, Consultant, Dependent Contractor or employee, as the case may be, of the Corporation or any of its Subsidiaries. The awarding of Options to any Eligible Person is a matter to be determined solely in the discretion of the Board. The Plan shall not in any way fetter, limit, obligate, restrict or constrain the Board with regard to the allotment or issue of any Common Shares or any other securities in the

capital of the Corporation or any of its Subsidiaries other than as specifically provided for in the Plan.

- (d) No fractional Common Shares shall be issued upon the exercise of Options and, accordingly, if a Participant would become entitled to a fractional Common Share upon the exercise of an Option, such Participant shall only have the right to purchase the next lowest whole number of Common Shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded.
- (e) The grant of an Option shall be conditional upon the Eligible Person to whom the Option is granted completing, signing and delivering to the Corporation all documents as may be required by this Plan and the regulatory authorities having jurisdiction.
- (f) For Options granted or issued to employees, Consultants, Management Company Employees, directors or officers of the Corporation, the Corporation and the Participant must each represent that the Participant is a bona fide employee, Consultant, Management Company Employee, director or officer, as the case may be.

## **2. OPTIONS**

### **2.1 Term of Options**

The Board shall determine by resolution the number of Options to purchase Common Shares that are to be granted to an Eligible Person, the Option exercise price pursuant to section 2.2, and the period during which such Options may be exercised to a maximum of 10 years from the date of grant, and may also stipulate a vesting period or schedule respecting the Options.

### **2.2 Option Price**

The exercise price of an Option shall in all cases be not less than the Market Price.

### **2.3 Limits on Option Grants**

If the Corporation is listed on the Exchange, the following limitations shall apply to the Plan and all Options thereunder so long as such limitations are required by the Exchange:

- (a) the maximum number of Options which may be granted to any one Eligible Person under the Plan within any 12 month period shall be 5% of the Common Shares issued and outstanding as of the date of grant (unless the Corporation has obtained disinterested shareholder approval as required by the Exchange);
- (b) the maximum aggregate number of Common Shares that are issuable to Insiders (as a group) pursuant to the exercise of Options and pursuant to any other security based compensation arrangement must not exceed 10% of the Common Shares issued and outstanding at any point in time, unless the Corporation has obtained disinterested shareholder approval;
- (c) the maximum aggregate number of Common Shares that are issuable pursuant to the exercise of Options and pursuant to any other security based compensation arrangement granted or issued in any 12 month period to Insiders (as a group) must not exceed 10% of the Outstanding Issue, calculated as at the date any Options are granted or issued to any Insider (including any Options which are granted and exercised within that 12 month period), unless the Corporation has obtained disinterested shareholder approval;

- (d) the maximum aggregate number of Options which may be granted to any one Consultant within any 12 month period must not exceed 2% of the Outstanding Issue, calculated as at the date an Option is granted or issued to the Consultant;
- (e) Investor Relations Service Providers may not receive any security based compensation other than Options;
- (f) the maximum aggregate number of Options which may be granted in any 12 month period to all Investor Relations Service Providers must not exceed 2% of the Common Shares issued and outstanding at any point in time, calculated as at the date any Option is granted to any such Investor Relations Service Providers and such Options must vest in stages over a period of not less than 12 months such that:
  - (i) no more than 1/4 of the Options vest no sooner than three months after the date the Options were granted;
  - (ii) no more than another 1/4 of the Options vest no sooner than six months after the date the Options were granted;
  - (iii) no more than another 1/4 of the Options vest no sooner than nine months after the date the Options were granted; and
  - (iv) the remainder of the Options vest no sooner than 12 months after the date the Options were granted,

and such limitation will not be an amendment to this Plan requiring the Option Holders consent under section 1.5 of this Plan.

## **2.4 Exercise of Options**

- (a) Options granted must be exercised no later than 10 years after the date of grant or such lesser period as may be determined by the Board.
- (b) An Option may be exercised only by the Participant or the Personal Representative of any Participant. An Option may be exercised, in whole or in part (subject to any applicable exercise restrictions), at any time or from time to time up to 4:30 p.m. (Vancouver time) on its expiry date by delivering to the Administrator an Exercise Notice, the applicable Certificate and a cheque, bank draft or wire transfer payable to the Corporation in an amount equal to the aggregate exercise price of the Shares to be purchased pursuant to the exercise of the Option.
- (c) Subject to the approval of the Board in respect of any individual grant of Options, the Participant may elect to make payment of the aggregate Exercise Price of the Shares being purchased pursuant to the exercise of the Option by either of the following alternatives, such election to be indicated in the Exercise Notice:
  - (i) by cheque or bank draft payable to the Corporation;
  - (ii) to the extent permitted by applicable laws, regulations and stock exchange rules and policies (including, but not limited to, tax and securities laws and regulations), by exchanging the Option or portion thereof being exercised for the number of Shares issuable pursuant to such exercise in accordance with this section 2.4. If this section 2.4 is applicable, the Participant shall tender to the



Corporation the Option Certificate along with the Exercise Notice indicating the Participant's election to exchange the Option, or any part thereof (as the case may be), and the Corporation shall issue to the Participant the number of Shares, rounded down to the nearest whole number, calculated using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where:

X = The number of Shares to be issued to the Participant

Y = The number of Shares purchasable under the part of the Option being exchanged (as adjusted to the date of such calculation)

A = The Fair Market Value of one of the Shares to which the Option pertains as of the Exercise Date

B = The Exercise Price of the Option (as adjusted to the date of such calculation)

For the purposes of this section, "Fair Market Value" means:

- (i) if traded on the Exchange or any other stock exchange or quotation system, the closing price of the Common Shares on the business day immediately preceding the Exercise Date; and
  - (ii) if subsection (i) above is not applicable, the value determined in good faith by the Board.
- (d) As soon as practicable following the receipt of the Exercise Notice, the Administrator shall cause to be delivered to the Participant a certificate for the Shares so purchased. If the number of Shares so purchased is less than the number of Shares subject to the Certificate surrendered, the Administrator shall forward to the Participant a new Certificate evidencing the unexercised portion only concurrently with delivery of the aforesaid share certificate.
- (e) Subject to section 2.4(f) (ii), Options shall not be transferable or assignable, in whole or in part.
- (f) Subject to section 2.4(a) and except as otherwise determined by the Board:
- (i) if a Participant ceases to be an Eligible Person for any reason other than for cause or death, each Option held by the Participant will cease to be exercisable as follows:
    - (a) on or before the earlier of the expiry date of the Option and 90 days after the Termination Date for an Eligible Person who is a director, officer and/or employee (whether part-time or full-time); or
    - (b) on or before the earlier of the expiry date of the Option and 30 days after the Termination Date for an Eligible Person who is a Consultant and/or

Dependent Contractor who is not a director, officer and/or employee of the Corporation.

- (ii) If any portion of an Option is not vested by the Termination Date, that portion of the Option may not under any circumstances be exercised by the Participant. Without limitation, and for greater certainty only, this provision will apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or is entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Participant.
- (iii) if a Participant dies while an Eligible Person, the legal representative of the Participant may exercise the Participant's Options on or before the earlier of the expiry date of the Option and the date that is twelve months after the date of the Participant's death, but only to the extent the Options were by their terms exercisable on the date of death.
- (iv) If a Participant ceases to be an Eligible Person for cause, each Option held by that Participant will expire immediately on termination of the services being provided to the Corporation by the Participant.

## **2.5 Grants**

Subject to the provisions of the Plan, the Board shall have the authority to determine the limitation, restrictions and conditions, if any, in addition to or in variation of those set forth in section 2.4 hereof, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the exercise of the Option or the sale or other disposition of Common Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Common Shares acquired upon exercise of an Option may be forfeited, with the discretion in the Board to modify or rescind such restrictions in the event of certain corporate developments including but not limited to a take over bid, reorganization, merger, change in capital or amalgamation. An Eligible Person may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion.

## **2.6 Adjustment to Shares**

(a) Subject to the policies, rules and regulations of any lawful authority having jurisdiction (including any exchange with which the shares of the Corporation are listed for trading), the number of shares in respect of which Options may be granted under the Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the Common Shares of the Corporation and, in the event of any such subdivision or consolidation, an appropriate adjustment shall be made so as to change the number of Common Shares deliverable upon the exercise of the unexercised portion of any Option theretofore granted, without change in the total price applicable to the unexercised portion of any Option but with the corresponding adjustment in the price for each Common Share covered thereby.

(b) In the event the Corporation is re-organized, amalgamated or merged with or consolidated into another corporation or in the event there is a change in control of the Corporation, the Board may make such provisions as it deems appropriate for the exercise of outstanding Options or continuance of outstanding Options to prevent any increase or decrease in the number of Common Shares deliverable upon their exercise.

## **2.7 Effect of Take-Over**

If a bona fide takeover offer is made to a Participant or to shareholders generally or to the Corporation which includes among other transactions: (i) an offer (the “Offer”) to acquire shares of the Corporation which, if successful, would result in the offeror exercising control over the Corporation within the meaning of subsection 1(3) of the *Securities Act* (British Columbia) (as amended from time to time); or (ii) the completion of a business combination transaction (the “Transaction”) involving the Corporation under which, following such transaction, the shareholders of the Corporation hold less than 50% of the total voting securities of the resulting or successor corporation following such completion, which Offer, if accepted, would result in the offeror exercising control over the Corporation within the meaning of subsection 1(3) of the *Securities Act* (British Columbia) (as amended from time to time), then the Corporation shall, immediately upon receipt of notice of the Offer or upon completion of the Transaction, notify each Participant currently holding an option of the Offer or the Transaction, with full particulars thereof, whereupon all Options outstanding will become immediately vested and be fully exercisable notwithstanding any vesting restriction that would otherwise apply.

## **2.8 Incorporation of Terms of Stock Option Plan**

Subject to specific variations approved by the Board, all terms and conditions set out herein will be deemed to be incorporated into and form part of each Certificate representing an Option granted under this Stock Option Plan.

## **2.9 Extension of Expiry Date of Stock Options Expiring During a Blackout Period**

The expiry date of outstanding Options held by Participants which expire during a restricted trading period imposed by the Corporation in accordance with applicable securities laws (a “**Blackout Period**”), will be extended for a period of 10 business days commencing on the first business day after the date the Blackout Period has ceased, in order to provide such Participants with an extension of the right to exercise such Options.

## **2.10 Merger of 2020 Stock Option Plan**

Upon receipt of shareholder and regulatory approval to the Plan, the 2023 Stock Option Plan of the Corporation (the “2023 Stock Option Plan”) shall be deemed to be merged herein, such that all Options outstanding under the 2023 Stock Option Plan of the Corporation shall be deemed to be outstanding under the Plan.

**SCHEDULE "A"**

**MAWSON GOLD LIMITED  
STOCK OPTION PLAN  
OPTION CERTIFICATE**

This Certificate is issued pursuant to the provisions of the Mawson Gold Limited (the "Corporation") Stock Option Plan (the "Plan") and evidences that \_\_\_\_\_ is the holder of an option (the "Option") to purchase up to \_\_\_\_\_ common shares (the "Shares") in the capital stock of the Corporation at a purchase price of \$\_\_\_\_\_ per Share. Subject to the provisions of the Plan, the expiry date of this Option is \_\_\_\_\_ (the "Expiry Date").

Other than as disclosed above, this Option may be exercised at any time up to 4:30 p.m. (Vancouver time) on the Expiry Date, by delivering to the Administrator of the plan an Exercise Notice, in the form provided in the Plan, together with this Certificate and a cheque, bank draft or wire transfer payable to Mawson Gold Limited in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Corporation shall prevail.

DATED the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**MAWSON GOLD LIMITED**

Per: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE "B"**

**EXERCISE NOTICE**

To: The Administrator, Stock Option Plan  
Mawson Gold Limited  
1305, 1090 West Georgia Street  
Vancouver, BC V6E 3V7

The undersigned hereby irrevocably gives notice, pursuant to the Mawson Gold Limited (the "Corporation") Stock Option Plan (the "Plan"), of the exercise of the Option to acquire and hereby subscribes for (cross out applicable item):

- (a) all of the Shares; or
- (b) \_\_\_\_\_ of the Shares which may be purchased under the Option.

Calculation of total Exercise Price:

- (i) number of Shares to be acquired on exercise: \_\_\_\_\_ Shares
- (ii) times the exercise price per Share: \$\_\_\_\_\_

TOTAL EXERCISE PRICE, enclosed herewith: \$\_\_\_\_\_

The undersigned tenders herewith a cheque, bank draft or wire transfer (*circle one*) in the amount of \$\_\_\_\_\_ payable to Mawson Gold Limited in an amount which is equal to the total exercise price for the Shares being purchased, as calculated above, and directs the Corporation to issue the share certificate evidencing the Shares in the name of the undersigned to be mailed to the undersigned at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Witness (*please print*)

\_\_\_\_\_  
Name of Participant (*please print*)