

VOTING AGREEMENT

THIS VOTING AGREEMENT dated April 11, 2017.

BETWEEN:

THE PERSONS LISTED ON SCHEDULE A HERETO,
(collectively, the “**Shareholders**” and each individually a
“**Shareholder**”)

-and-

GOLD STANDARD VENTURES CORP., a corporation
existing pursuant to the laws of British Columbia (“**GSV**”)

WHEREAS each Shareholder is the registered holder and/or direct or indirect beneficial owner of the issued and outstanding common shares in the capital of Battle Mountain Gold Inc. (“**BMG**”) and/or the issued and outstanding Convertible Securities (as defined herein) set forth opposite such Shareholder’s name on Schedule A hereto;

AND WHEREAS each Shareholder understands that GSV and BMG are, concurrently with the execution and delivery of this Agreement, executing and delivering the Arrangement Agreement (as defined herein) providing for the Arrangement;

AND WHEREAS this Agreement sets out the terms and conditions upon which each Shareholder agrees (i) to vote its Shareholder Securities (as defined herein) or cause the same to be voted in favour of the Arrangement Resolution and (ii) to abide by the other restrictions and covenants set forth herein;

AND WHEREAS each Shareholder acknowledges that GSV would not enter into the Arrangement Agreement and assume the obligations thereunder but for the execution and delivery of this Agreement by such Shareholder and the performance by the Shareholder of its covenants hereunder;

AND WHEREAS in consideration for the execution of the Arrangement Agreement by GSV, the Shareholder is executing this Agreement;

AND WHEREAS the foregoing recitals are made by a Shareholder only with respect to itself and its Shareholder Securities and, for greater certainty, are not made in relation to any other Shareholder or any other BMG Shares (as defined herein) or Convertible Securities;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions in Arrangement Agreement

All terms used in this Agreement that are not defined in Section 1.2 or elsewhere herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 Definitions

In this Agreement:

“Agreement” means this voting agreement;

“Arrangement Agreement” means the arrangement agreement between GSV and BMG, as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms;

“BMG AGM” has the meaning ascribed thereto in Section 2.1(d);

“BMG Options” means options to purchase BMG Shares granted under the BMG Stock Option Plan;

“BMG Shares” means the common shares in the capital of BMG;

“BMG Warrants” means the common share purchase warrants of BMG;

“Convertible Securities” means any securities which are exercisable or exchangeable for, or convertible into, or otherwise provide for the right or obligation to acquire, directly or indirectly, whether or not on conditions, BMG Shares by a single transaction or a series of linked transactions, including the BMG Options and BMG Warrants;

“immediate family” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin;

“Representatives” has the meaning ascribed thereto in Section 2.1(a);

“Shareholder Securities” means Shareholder Shares and Convertible Securities; and

“Shareholder Shares” means all BMG Shares owned by the Shareholder, including (i) the BMG Shares set forth opposite the Shareholder’s name on Schedule A hereto, (ii) all BMG Shares issuable upon the exercise of Convertible Securities, including the BMG Options and BMG Warrants set forth opposite the Shareholder’s name on Schedule A hereto, owned by the Shareholder, (iii) all shares and securities of BMG or of any holding body corporate for securities issued by BMG, issued or acquired in lieu of or in replacement for or in consideration of all or any of such BMG Shares, Convertible Securities or any interest in the Shareholder and (iv) all BMG Shares acquired by the Shareholder after the date of this Agreement.

1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.4 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.5 References to Statutes

A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulations.

1.6 References to Persons

A reference to a person includes any successor to that person.

1.7 Schedules

The following Schedule attached hereto constitutes an integral part of this Agreement:

Schedule A List of Shareholders and Shareholder Securities

ARTICLE 2 COVENANTS OF THE SHAREHOLDER

2.1 General

Each of the Shareholders severally, and not jointly or jointly and severally, hereby covenant and irrevocably agree in favour of GSV that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement or the Arrangement Agreement, such Shareholder will, and will cause its affiliates (other than BMG), as the case may be, to:

- (a) not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of such Shareholder or any of its subsidiaries (collectively, the “**Representatives**”):
 - (i) solicit, initiate, facilitate or encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries or proposals regarding an Acquisition Proposal,

- (ii) participate in any discussions or negotiations with any person (other than GSV or any of its affiliates) regarding an Acquisition Proposal,
 - (iii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend any Acquisition Proposal, or
 - (iv) accept or enter into or publicly propose to accept or enter into, any agreement, understanding or arrangement in respect of an Acquisition Proposal;
- (b) immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons with respect to any Acquisition Proposal;
- (c) not option, sell, transfer, tender, deposit, pledge, encumber, grant a security interest in, or option over, hypothecate or otherwise dispose of or convey any Shareholder Securities, or any right or interest therein (legal or equitable), to any person or group or agree to do any of the foregoing other than:
 - (i) pursuant to the Arrangement Agreement;
 - (ii) to a corporation or other entity directly or indirectly owned or controlled by the Shareholder or under common control with the Shareholder provided that such corporation or entity agrees in writing to be bound by the terms hereof and forthwith delivers an executed counterpart of this Agreement to GSV, in form and substance satisfactory to GSV, acting reasonably;
 - (iii) as a bona fide gift or gifts, provided that the donee or donees agrees in writing to be bound by the terms hereof and forthwith delivers an executed counterpart of this Agreement to GSV, in form and substance satisfactory to GSV, acting reasonably;
 - (iv) to any trust for the direct or indirect benefit of the Shareholder or immediate family of the Shareholder, provided that the trustees of the trust agree in writing to be bound by the terms hereof and forthwith delivers an executed counterpart of this Agreement to GSV, in form and substance satisfactory to GSV, acting reasonably; or
 - (v) to any affiliate, provided that the affiliate agrees in writing to be bound by the terms and conditions of this Agreement and forthwith delivers an executed counterpart of this Agreement to GSV, in form and substance satisfactory to GSV, acting reasonably;
- (d) not grant or agree to grant any proxy or other right to vote any Shareholder Securities, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approval of any kind as to the Shareholder Securities, other than pursuant to this Agreement or in respect of the annual general meeting of the Company scheduled

to be held on May 5, 2017 or any adjournment or postponement thereof (the “**BMG AGM**”);

- (e) not exercise any securityholder rights or remedies available at Law to:
 - (i) requisition or join in the requisition of a meeting of BMG Shareholders; or
 - (ii) take any other action of any kind, including without limitation voting or causing to be voted any Shareholder Securities in respect of any proposed action by BMG or its shareholders or affiliates or any other person in a manner, which would reasonably be expected to delay or interfere with the successful completion of the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement, including without limitation voting in favour of or causing to be voted in favour of any adjournment or postponement of the BMG Meeting, unless such adjournment or postponement is requested by GSV or is provided for in the Arrangement Agreement;
- (f) irrevocably waive to the fullest extent permitted by law any and all rights of the Shareholder to dissent with respect to the Arrangement, the Arrangement Resolution or any other resolution relating to the approval of the Arrangement and not exercise any such right to dissent with respect to the Arrangement or the Arrangement Resolution;
- (g) in the event that any transaction other than the Arrangement is presented for approval of, or acceptance by, any of the securityholders of BMG, vote or cause to be voted any Shareholder Securities entitled to be voted against such transaction and not, directly or indirectly, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Shareholder Securities;
- (h) subject to subsection 2.1(c), take all such steps as are necessary or advisable to ensure that immediately prior to the Arrangement becoming effective in accordance with the Plan of Arrangement on the Effective Date all of the Shareholder Securities of such Shareholder will be held by such Shareholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands of any nature or kind whatsoever, and will not be subject to any shareholders’ agreements, voting trust or similar agreements or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders’ agreement, voting trust or other agreement affecting the Shareholder Securities of such Shareholder or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any such Shareholder Securities; and
- (i) take actions with respect to any of the BMG Options held by it as contemplated in the Arrangement Agreement.

The Shareholder hereby acknowledges and agrees that any shares and securities of BMG purchased by the Shareholder through the exercise of any BMG Options or BMG Warrants or in the market, by private agreement or otherwise, shall be deemed to be subject to the terms hereof as Shareholder Securities.

2.2 No Limitation on Fiduciary Duty

GSV agrees and acknowledges that each Shareholder is bound hereunder solely in such Shareholder's capacity as a shareholder of BMG and that nothing in this Agreement shall restrict, limit or prohibit the Shareholder from exercising his fiduciary and other duties in his capacity as a director or officer of BMG or any of its subsidiaries or from taking any action in his capacity as a director or officer of BMG or any of its subsidiaries permitted under the Arrangement Agreement.

2.3 Voting of the Shareholder Securities in Favour of the Arrangement Resolution

- (a) From the date hereof until the earlier of (x) the Effective Date and (y) the termination of this Agreement in accordance with Article 4, at any meeting of the BMG Securityholders however called (or any action by written consent in lieu of a meeting) called to consider any of the items of business referred to below, or any adjournment thereof, each Shareholder shall vote all Shareholder Securities beneficially owned by such Shareholder and entitled to vote (or cause them to be voted) or (as appropriate) execute written consents in respect thereof: (i) in favour of the approval of the Arrangement Agreement and the approval of the Arrangement; (ii) against any action or agreement that would result in a breach of any representation, warranty, covenant, agreement or other obligation of BMG in the Arrangement Agreement; (iii) against any merger, amalgamation or arrangement agreement or arrangement (other than the Arrangement Agreement and the Arrangement), consolidation, combination, share exchange, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by BMG or any other Acquisition Proposal; (iv) against any agreement, amendment of BMG's constituting documents; and (v) against other action that is intended or could reasonably be expected to prevent, impede, interfere with, delay, postpone or discourage the consummation of the Arrangement. Any such vote shall be cast (or consent shall be given) by each Shareholder in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining that a quorum is present and for purposes of recording the results of such vote (or consent).
- (b) On or before the fifth (5th) business day prior to any meeting of the BMG Securityholders referred to in subsection 2.3(a): (i) each Shareholder, to the extent it is a registered holder in respect of the Shareholder Securities, shall duly complete and deliver, or cause to be duly completed and delivered, to BMG's transfer agent, with a copy to GSV concurrently, forms of proxy in respect of all of the Shareholder Securities entitled to be voted at any such meeting of the BMG Securityholders and the BMG Meeting in the form accompanying the management information circular for the BMG Meeting, and any other documents required, including in accordance with the Arrangement, to be validly delivered in support of the Arrangement Resolution, and shall not withdraw such forms of proxy or other documents or revoke, modify or vary the terms therein, including without limitation to change the proxy holder; and (ii) each Shareholder, to the extent it is a non-registered holder in respect of the Shareholder Securities, shall duly complete and deliver, or cause to be duly completed and delivered, to the intermediary through which the Shareholder holds its beneficial interest in such Shareholder Securities, with a copy to GSV concurrently, a duly executed voting instruction form in the form accompanying

the management information circular for the BMG Meeting instructing that such Shareholder Securities entitled to be voted at any such meeting of the BMG Securityholders be validly voted as set forth in subsection 2.3(a). Such proxies or voting instruction forms shall name those individuals as may be designated by BMG as the duly appointed proxy and such proxies or voting instruction forms shall not be withdrawn or revoked or otherwise modified or varied, including without limitation to change the proxy holder. If for any reason such proxies or voting instruction forms are invalid or not effective or are not delivered as provided herein, each such Shareholder hereby unconditionally and irrevocably appoints GSV as attorney in fact (which appointment is coupled with an interest) for and on its behalf to act in respect of any such meeting of the BMG Securityholders and for the purpose of delivering any voting instructions to intermediaries through which the Shareholder holds its beneficial interest.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Shareholder

Each of the Shareholders, hereby severally, and not jointly or jointly and severally represents and warrants to GSV as follows, and acknowledges that GSV is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation. If such Shareholder is a corporation or other legal entity, the Shareholder has been incorporated or duly formed, as applicable, and is validly existing under the laws of its incorporating or organizing jurisdiction.
- (b) Power and Authority. Such Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations hereunder.
- (c) Execution, Delivery and Enforcement. This Agreement has been duly executed and delivered by such Shareholder and constitutes a legal, valid and binding obligation of such Shareholder enforceable by GSV against such Shareholder in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, may be generated only in the discretion of a court of competent jurisdiction.
- (d) Ownership of Shares and Other Securities. Such Shareholder is and will immediately prior to the Effective Date be the sole beneficial owner of, or exercises control or direction over, the Shareholder Securities, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever, except for the escrow agreements referred to in the BMG Disclosure Letter.
- (e) Non-Contravention. The execution and delivery by such Shareholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by it with its obligations hereunder will not result in any breach of:

- (i) if such Shareholder is a corporation or other legal entity, its constating documents;
- (ii) any agreement or instrument to which such Shareholder is a party or by which it or any of its Shareholder Securities are bound;
- (iii) any judgment, decree, order or award of any court, governmental body or arbitrator; or
- (iv) any applicable Law,

except as would not reasonably be expected to materially impair or delay the ability of the Shareholders to consummate the transactions contemplated in this Agreement.

- (f) No Agreements. No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of such Shareholder's Shareholder Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (g) Voting. Other than pursuant to this Agreement or proxies in respect of the BMG AGM, none of such Shareholder's Shareholder Securities are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind, except for the escrow agreements referred to in the BMG Disclosure Letter.
- (h) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by the Shareholder in connection with (i) the execution and delivery by the Shareholder and enforcement against the Shareholder of this Agreement or (ii) the consummation of any transactions by the Shareholder provided for herein, except for, in either case, the filing of insider trading reports under applicable securities legislation, or as may be ordered by the Court.
- (i) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or threatened against such Shareholder or any of its affiliates that would adversely affect in any manner the ability of such Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of such Shareholder to any of its Shareholder Securities and there is no judgment, decree or order against such Shareholder that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of such Shareholder to any of the Shareholder Securities.
- (j) No Other Securities. The only securities of BMG beneficially owned or controlled, directly or indirectly, by such Shareholder are its Shareholder Securities and such Shareholder has no other agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an

agreement or option, for the purchase or acquisition by such Shareholder or transfer to such Shareholder of additional securities of BMG.

3.2 Representations and Warranties of GSV

GSV hereby represents and warrants to each Shareholder as follows, and acknowledges that each Shareholder is relying upon such representations and warranties in entering into this Agreement:

- (a) Incorporation. GSV is a corporation duly incorporated and is validly existing under the laws of its incorporating jurisdiction.
- (b) Power and Authority. It has the requisite corporate power and capacity to enter into this Agreement and to perform its obligations hereunder.
- (c) Execution, Delivery and Enforcement. This Agreement has been duly executed and delivered by GSV and constitutes a legal, valid and binding agreement enforceable by the Shareholder against GSV in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, may be generated only in the discretion of a court of competent jurisdiction.
- (d) Non-Contravention. The execution and delivery by GSV of this Agreement and performance by GSV of its obligations hereunder and the contemplation of the Agreement, will not be in breach of:
 - (i) GSV's constating documents;
 - (ii) any agreement or instrument to which GSV is a party or by which GSV or any of its property and assets are bound;
 - (iii) any judgment, decree, order or award of any court, governmental body or arbitrator; or
 - (iv) any applicable Law,except as would not reasonably be expected to materially impair or delay the ability of GSV to consummate the transactions contemplated in this Agreement.
- (e) Consents. No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity which has not been received or made is required by GSV in connection with the execution and delivery of this Agreement by GSV, except as provided in the Arrangement Agreement.
- (f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or threatened against GSV or any of its affiliates that would adversely affect in any manner the ability of GSV to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 4 TERMINATION

4.1 Termination by GSV

GSV, when not in material default in the performance of its obligations under this Agreement may, in its sole discretion, terminate this Agreement by written notice to the Shareholder if:

- (a) any of the representations and warranties of the Shareholder under this Agreement shall not be true and correct in all material respects; or
- (b) the Shareholder shall not have complied in all material respects with any of his, her or its covenants to GSV contained in this Agreement;

provided, however, that such termination shall be without prejudice to any rights which GSV may have as a result of any default by the Shareholder prior to such termination.

4.2 Termination by the Shareholder

The Shareholder, when not in material default in its performance of its obligations under this Agreement, may, in its sole discretion, terminate this Agreement by written notice to GSV if:

- (a) any of the representations and warranties of GSV under this Agreement shall not be true and correct in all material respects; or
- (b) GSV has not complied in all material respects with any of its covenants to Shareholder contained in this Agreement;

provided however, that such termination shall be without prejudice to any rights which the Shareholder may have as a result of any default by GSV prior to such termination.

4.3 Automatic Termination

Unless extended by mutual agreement of the Shareholder, on the one hand, and GSV, on the other hand, this Agreement shall automatically terminate on the earlier of (i) the Effective Date, and (ii) the date the Arrangement Agreement is terminated in accordance with its terms.

4.4 Agreement to Terminate

This Agreement may be terminated by a written instrument executed by each of GSV and the Shareholders.

4.5 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party hereto shall have liability to any other party hereto, except in respect of a breach of the representations, warranties, covenants, terms or conditions of this Agreement which occurred prior to such termination in which case

any party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it and the Shareholder shall be entitled to withdraw any form of proxy or voting instruction form which the Shareholder may have given in respect of the Arrangement Resolution.

ARTICLE 5 GENERAL

5.1 Further Assurances

Each of the parties hereto will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party hereto may reasonably require (at the requesting party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 Disclosure

The parties hereto acknowledge that this Agreement will be publicly disclosed, and hereby consent to the disclosure of the substance of this Agreement in the BMG Circular and to the filing of this Agreement as may be required pursuant to applicable laws or regulations.

5.3 Assignment

GSV may assign all or any part of its rights or obligations under this Agreement to its affiliates, provided further that if such assignment takes place, it shall continue to be fully liable as primary obligor and not merely as surety and, on a joint and several basis with any such entity to the Shareholder for any default in performance by the assignee of any its obligations hereunder. This Agreement shall not be otherwise assignable by any party hereto without the prior written consent of the other party hereto, except in accordance with Section 2.1(c).

5.4 Time

Time shall be of the essence of this Agreement.

5.5 Currency

All sums of money referred to in this Agreement shall mean Canadian funds.

5.6 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and the Arrangement.

5.7 Entire Agreement

This Agreement, including the Schedule A and the provisions of the Arrangement Agreement incorporated herein by reference, constitutes the entire agreement and understanding between and among the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

5.8 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto.

5.9 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by facsimile or email, in the case of:

- (a) GSV, addressed as follows:

Gold Standard Ventures Corp.
610 – 815 West Hastings Street
Vancouver, British Columbia V6C 1B4

Attention: Jonathan Awde
President and CEO
Facsimile: 604-669-5702
E-mail: jonathan@goldstandardv.com

with a copy (which shall not constitute notice) to:

Borden Ladner Gervais LLP
1200 Waterfront Centre
200 Burrard Street
Vancouver, British Columbia V7X 1T2

Attention: Graeme D. Martindale
Facsimile: 604-640-4179
E-mail: gmartindale@blg.com

- (b) the Shareholders at the addresses, facsimile and e-mail shown on the attached Schedule A;

with a copy (which shall not constitute notice) to:

Dentons Canada LLP
20th Floor, 250 Howe Street
Vancouver, British Columbia V6C 3R8

Attention: Gary R. Sollis
Facsimile: 604-443-7130
E-mail: gary.sollis@dentons.com

or to such other address, facsimile and e-mail as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery sending or facsimile transmission thereof if sent, delivered or transmitted during normal business hours on a business day at the place of receipt and, otherwise, on the next following business day.

5.10 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by the Shareholder of any of its obligations contained in this Agreement will cause GSV to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any breach or any threat of breach by the Shareholder, GSV shall be entitled to appropriate equitable relief, including without limitation, specific performance, interlocutory, preliminary and permanent injunctive relief and no undertaking to pay damages nor any bond or security shall be required in connection therewith. Such equitable relief shall be in addition to any other remedies to which GSV might be entitled in equity or at law for any direct or indirect action or anticipated breach of this Agreement. In any action to enforce this Agreement, Shareholder agrees it will not oppose the granting of such relief on the basis that GSV has an adequate remedy at law or in damages, and GSV shall be entitled to recover their reasonable legal fees, court costs and related expenses from the Shareholder. If GSV seeks injunctive relief or specific performance, the Shareholder agrees that GSV would suffer irreparable harm should such relief not be granted.

5.11 Expenses

Each of the parties hereto shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.12 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.13 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

5.14 Counterparts, Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED in)

the presence of:)

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Witness)

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(signed) "*Chet Idziszek*"

Chet Idziszek

(signed) "*Ian Brown*"

Ian Brown

(signed) "*Larry Kornze*"

Larry Kornze

(signed) "*Steve Garwin*"

Steve Garwin

(signed) "*Jonathan Awde*"

Jonathan Awde

GOLD STANDARD VENTURES CORP.

Per: _____ (signed) "*Michael Waldkirch*"

Name: Michael Waldkirch

Title: Chief Financial Officer

SCHEDULE A

Shareholders

Name of Shareholder	Address, facsimile, and e-mail of Shareholder	Number of BMG Shares	Number of BMG Options	Number of BMG Warrants
Chester Idziszek	[Redacted for privacy reasons] Fax: Email: [Redacted for privacy reasons]	1,578,397	600,000	N/A
Ian Brown	[Redacted for privacy reasons] Fax: [Redacted for privacy reasons] Email: [Redacted for privacy reasons]	N/A	300,000	N/A
Larry Kornze	[Redacted for privacy reasons] Fax: Email: [Redacted for privacy reasons]	50,000	500,000	N/A
Steve Garwin	[Redacted for privacy reasons] Fax: Email: [Redacted for privacy reasons]	1,050,000	750,000	50,000
Jonathan Awde	[Redacted for privacy reasons] Fax: Email:	N/A	350,000	N/A