

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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FILER

SSR MINING INC.

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SIC: **6795** Mineral royalty traders

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As filed with the Securities and Exchange Commission on June 17, 2022

Registration No. 333-

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

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

SSR Mining Inc.

(Exact name of registrant as specified in its charter)

British Columbia

(State or other jurisdiction
of incorporation or organization)

98-0211014

(I.R.S. Employer Identification No.)

6900 E. Layton Avenue, Suite 1300
Denver, Colorado, 80237
(Address of Principal Executive Offices)

SSR Mining Inc. Employee Share Purchase Plan
(Full title of the plan)

SSR Mining Inc.
6900 E. Layton Avenue, Suite 1300
Denver, Colorado, 80237
(303) 292-1299

(Name, address, including zip code, and telephone number, including area code, of agent for service)

with copies to:

Michael J. Sparks
Executive Vice President, Chief Legal and Administrative Officer and
Corporate Secretary
SSR Mining Inc.
6900 E. Layton Avenue, Suite 1300
Denver, Colorado, 80237
(303) 292-1299

Gillian Emmett Moldowan, Esq.
Shearman & Sterling LLP
599 Lexington Avenue
New York, New York, 10022
(212) 848-4000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b- 2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

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 7(a)(2)(B) of the Securities Act.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The document(s) containing the information required by Item 1 of Form S-8 and the statement of availability of registrant information and any other information required by Item 2 of Form S-8 will be sent or given to participants as specified by Rule 428 under the Securities Act, as amended. In accordance with Rule 428 and the requirements of Part I of Form S-8, such documents are not being filed with the United States Securities and Exchange Commission, or the “Commission,” either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. SSR Mining Inc., or the “Registrant”, will maintain a file of such documents in accordance with the provisions of Rule 428. Upon request, the Registrant will furnish to the Commission or its staff a copy of any or all of the documents included in such file.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), are incorporated into this Registration Statement by reference:

- The Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021, filed with the Commission on February 23, 2022, containing the Registrant’s audited consolidated financial statements for the year ended December 31, 2021;
- All other reports filed by Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act, since the end of the fiscal year covered by the annual report referred to above (other than portions of those documents furnished or otherwise not deemed to be filed); and
- The description of the Registrant’s common shares contained in its Registration Statement on Form 20-F filed with the Commission on July 13, 1995 under Section 12 of the Exchange Act, and all amendments and reports filed for the purpose of updating such description.

Each document filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act subsequent to the date of this Registration Statement and prior to the filing of any post-effective amendment to this Registration Statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents. In addition, any information circular, unaudited interim consolidated financial statements, management’s discussion and analysis, material change reports (excluding confidential material change reports) or business acquisition reports subsequently filed by the Registrant with securities commissions or similar authorities in the relevant provinces and territories of Canada after the date of this Registration Statement, and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement from the applicable Report on Form 8-K on which such document is furnished to the Commission. In addition, any Form 8-K furnished by the Registrant during such period or portions thereof, in each case that are identified in such Form 8-K as being incorporated by reference into this Registration Statement, shall be deemed to be incorporated by reference into and to be part of this Registration Statement from the date of filing of each such document.

Any statement contained herein, in any amendment hereto or in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently-filed amendment to this Registration Statement or in any document that also is incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interest of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

The Registrant is subject to the provisions of the *Business Corporations Act* (British Columbia) (the “Act”). Under Section 160 of the Act, the Registrant may, subject to Section 163 of the Act, indemnify an individual who:

- (a) is or was a director or officer of the Registrant,
- (b) is or was a director or officer of another corporation (i) at a time when the corporation is or was an affiliate of the Registrant, or (ii) at the request of the Registrant, or
- (c) at the request of the Registrant, is or was, or holds or held a position equivalent to that of, a director or officer of a partnership, trust, joint venture or other unincorporated entity,

and includes, except in the definition of “eligible proceeding” (as defined below) and except in Sections 163(1)(c) and (d) and 165 of the Act, the heirs and personal or other legal representatives of that individual (each, an “eligible party”), against a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an “eligible proceeding” (an “eligible penalty”) (such eligible proceeding being a proceeding, including any legal proceeding or investigative action, whether current, threatened, pending or completed, in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Registrant or other corporation or entity referenced in the definition of “eligible party” (a) is or may be joined as a party, or (b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding), to which the eligible party is or may be liable. Section 160 also provides that the Registrant may, subject to Section 163 of the Act, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by an eligible party in respect of that proceeding.

Under Section 161 of the Act, the Registrant must, subject to Section 163 of the Act, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by the eligible party in respect of that proceeding if the eligible party (a) has not been reimbursed for those expenses, and (b) is wholly successful, on the merits or otherwise, in the outcome of the proceeding or is substantially successful on the merits in the outcome of the proceeding.

Under Section 162 of the Act, the Registrant may, subject to Section 163 of the Act, pay, as they are incurred in advance of the final disposition of an eligible proceeding, the expenses actually and reasonably incurred by an eligible party in respect of that proceeding; provided the Registrant must not make such payments unless it first receives from the eligible party a written undertaking that, if it is ultimately determined that the payment of expenses is prohibited by Section 163, the eligible party will repay the amounts advanced.

Under Section 163 of the Act, the Registrant must not indemnify an eligible party against eligible penalties to which the eligible party is or may be liable or pay the expenses of an eligible party under Sections 160(b), 161 or 162 of the Act if any of the following circumstances apply:

- (a) if the indemnity or payment is made under an earlier agreement to indemnify or pay expenses and, at the time that the agreement to indemnify or pay expenses was made, the Registrant was prohibited from giving the indemnity or paying the expenses by its memorandum or articles;
- (b) if the indemnity or payment is made otherwise than under an earlier agreement to indemnify or pay expenses and, at the time that the indemnity or payment is made, the Registrant is prohibited from giving the indemnity or paying the expenses by its memorandum or articles;

- (c) if, in relation to the subject matter of the eligible proceeding, the eligible party did not act honestly and in good faith with a view to the best interests of the Registrant or other corporation or entity referenced in the definition of “eligible party”, as the case may be; or
- (d) in the case of an eligible proceeding other than a civil proceeding, if the eligible party did not have reasonable grounds for believing that the eligible party’s conduct in respect of which the proceeding was brought was lawful.

If an eligible proceeding is brought against an eligible party by or on behalf of the Registrant or by or on behalf of another corporation or entity referenced in the definition of “eligible party”, the Registrant must neither indemnify the eligible party against eligible penalties to which the eligible party is or may be liable in respect of the proceeding, nor pay the expenses of the eligible party under Sections 160(b), 161 or 162 of the Act in respect of the proceeding.

Under Section 164 of the Act, the Supreme Court of British Columbia may, on application of the Registrant or an eligible party, among other things, order the Registrant to indemnify an eligible party against any liability incurred by the eligible party in respect of an eligible proceeding or to pay expenses incurred by an eligible party in respect of an eligible proceeding, despite Sections 160 to 163 (inclusive) of the Act.

Under the Act, the articles of the Registrant may affect the power or obligation of the Registrant to give an indemnity or pay expenses to the extent that the articles prohibit giving the indemnity or paying the expenses. This is subject to the overriding power of the Supreme Court of British Columbia under Section 164 of the Act.

Under the articles of the Registrant, subject to the provisions of the Act, the Registrant must indemnify a director, former director or alternate director of the Registrant and the heirs and legal personal representatives of all such persons against all “eligible penalties” (as such term is defined in the articles) to which such person is or may be liable, and the Registrant must, after the final disposition of an “eligible proceeding” (as such term is defined in the articles), pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Registrant on the terms of the indemnity contained in the Registrant’s articles. The failure of a director, alternate director or officer of the Registrant to comply with the Act or the articles of the Registrant does not invalidate any indemnity to which such person is entitled under the Registrant’s articles.

Under the articles of the Registrant, the Registrant may purchase and maintain insurance for the benefit of any person (or such person’s heirs or legal personal representatives) who: (a) is or was a director, alternate director, officer, employee or agent of the Registrant; (b) is or was a director, alternate director, officer, employee or agent of any corporation at a time when that corporation was an affiliate of the Registrant; (c) at the request of the Registrant, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity; or (d) at the request of the Registrant, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity, against any liability incurred by him or her as a director, alternative director, officer, employee or agent or person who holds or held such equivalent position.

The Registrant has entered into indemnity agreements with each of its executive officers and directors, which agreements provide for indemnification of the executive officer or director against certain judgments, penalties, fines, damages, including costs, charges and expenses, that the executive officer or director may incur in such capacity.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
4.1	Memorandum, Articles and Certificate of Incorporation (incorporated by reference to Exhibit 1.1 to the Registrant's Registration Statement on Form 20-F (File No. 0-26424), filed on July 13, 1995).
4.2	Notice of Articles and Articles filed under the Business Corporations Act (British Columbia) (incorporated by reference to Exhibit 4.2 to the Registrant's Amendment No. 2 on Form 8-A, filed on April 4, 2022).
4.3	<u>SSR Mining Inc. Employee Share Purchase Plan*</u>
23.1	<u>Consent of PricewaterhouseCoopers LLP*</u>
23.2	<u>Consent of Dr. Cengiz Y. Demirci*</u>
23.3	<u>Consent of Greg Gibson*</u>
23.4	<u>Consent of Bernard Peters*</u>
23.5	<u>Consent of Karthik Rathnam*</u>
23.6	<u>Consent of Sharon Sylvester*</u>
23.7	<u>Consent of OreWin Pty Ltd.*</u>
23.8	<u>Power of Attorney*</u>
107	<u>Calculation of Filing Fee Table*</u>

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of securities registered hereby, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of a prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; *provided, however*, that paragraphs (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby further undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.



SIGNATURE

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Denver, Colorado, USA on June 17, 2022.

SSR MINING INC.

By: /s/ Michael J. Sparks

Name: Michael J. Sparks

Title: Executive Vice President, Chief Legal and Administrative Officer

Calculation of Filing Fee Table

Form S-8

(Form Type)

SSR Mining Inc.

(Exact Name of Registrant as Specified in its Charter)

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common shares, without par value, reserved for issuance under the SSR Mining Inc. Employee Share Purchase Plan	Other ⁽²⁾	3,000,000 ⁽¹⁾	\$19.85 ⁽²⁾	\$59,550,000	\$0.0000927	\$5,520.29
Total Offering Amounts					\$59,550,000		\$5,520.29
Total Fee Offsets							--
Net Fee Due							\$5,520.29

- (1) Consists of Common Shares (without par value) issuable pursuant to awards available for grant under the SSR Mining Inc. Employee Share Purchase Plan. Also includes such indeterminate number of common shares of the registrant as may be issued to prevent dilution resulting from stock dividends, stock splits or similar transactions in accordance with Rule 416 under the Securities Act of 1933 (the "Securities Act").
- (2) Estimated pursuant to Rule 457(c) and (h) under the Securities Act solely for the purpose of calculating the registration fee on the basis of the average of the high and low sales price per share of the common shares of SSR Mining Inc. on the Nasdaq Global Market on June 10, 2022.



SSR MINING INC.
EMPLOYEE SHARE PURCHASE
PLAN
Effective as of May 27, 2022

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Section 1 Definitions

1.1 As used in the Plan:

“Administration Agreement” means the agreement between the Company and the Administrative Agent with respect to duties, responsibilities and rights of the Administrative Agent in connection with the Plan;

“Administrative Agent” means the company or other entity appointed from time to time by the Committee to purchase, hold and distribute Shares in accordance with the terms and provisions of the Plan and the Administrative Agreement;

“Award Date” shall have the meaning given in Section 6.2;

“Base Salary” means regular base salary excluding, for greater certainty, the value of other employee benefits, commissions, bonuses, overtime and other variable pay; unless otherwise approved by the Committee;

“Blackout Period” means the period of time when, pursuant to any policies or determinations of the Company (including pursuant to the Company’s Insider Trading Policy), the Securities Act or any Stock Exchange Policies, securities of the Company may not be traded by Insiders or other specified persons (for greater certainty, including any Restricted Persons), including any period in which any such Insiders or other specified persons are in possession of material non-public information;

“Board” means the Board of Directors of the Company;

“Business Day” means any day of the year, other than a Saturday, Sunday, a statutory holiday in British Columbia, a federal or state holiday in the U.S.A., or any day on which an Employer is not open for business during normal business hours;

“Brokerage Agent”, means a person or company as may from time to time be engaged by the Company to perform brokerage services and such other services as may be required pursuant to this Plan, including without limitation the purchase and sale of Shares;

“Code”, means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder;

“Committee” means the Compensation and Leadership Development Committee of the Board or such other committee as may be designated by the Board to carry out some or all of the functions assigned to the Committee hereunder;

“Company” means SSR Mining Inc.;

“Eligible Employee” shall have the meaning given in Section 3.2;

“Employee” means a full-time or part time permanent employee of the Employer, and does not include contract or seasonal employees unless authorized by the Committee;

“Employer” means the Company, any subsidiary of the Company and any successor corporations thereto that employs an Employee;

“Employer Contributions” means contributions made to the Plan by the Employer pursuant to Section 5;

“Enrollment Date” means any of January 1, April 1, July 1 and October 1, as applicable in the context, or such other date as may be approved by the Board from time to time;

“**Insider**” means a person described as an “insider” in either: (i) the Stock Exchange Policies or (ii) the Securities Act;

“**Matching Period**” means in respect of a Participant, the applicable Pay Period or Pay Periods during which a Participant’s Contribution has been made to the Plan;

“**Participant**” means an Employee eligible to participate in the Plan in accordance with the Section 3.2 and who has enrolled in the Plan in accordance with Section 3.3;

“**Participant’s Account**” means an account established by the Administrative Agent with respect to each Participant under the Plan pursuant to Section 9.4;

“**Participant Contributions**” means periodic contributions made by a Participant to the Plan by means of payroll deduction or in accordance with Section 4.5 and computed as a percentage of the Participant’s Base Salary;

“**Pay Period**” means the pay period applicable for a particular Participant;

“**Plan**” means this Employee Share Purchase Plan, as it may be amended from time to time;

“**Remittance Date**” shall have the meaning given in Section 6.1;

“**Restricted Persons**” has the meaning given in the Company’s Insider Trading Policy;

“**Securities Act**” means the *Securities Act*, R.S.B.C 1996, c. 418, as amended and the regulations promulgated thereunder;

“**Shareholders**” means all Shareholders of the Company, whether or not they are Participants;

“**Shares**” means the common shares in the capital of the Company and includes a fraction of a Share of the Company;

“**Stock Exchange**” means (i) each of the Toronto Stock Exchange and the NASDAQ, (ii) if the Shares are listed on only one of the Toronto Stock Exchange or the NASDAQ, that stock exchange, or (iii) if the Shares are listed on neither the Toronto Stock Exchange or the NASDAQ, such other stock exchange on which the Shares of the Company are listed for trading from time to time;

“**Stock Exchange Policies**” means the rules and policies of the Stock Exchange, as amended from time to time, including, if applicable, the TSX Company Manual as amended from time to time; and

“**Tax Act**” means the *Income Tax Act* (Canada) as amended, and the regulations promulgated thereunder.

1.2 Unless the context otherwise requires, references to the masculine shall be deemed to include references to the feminine, and vice versa, and references to the singular shall be deemed to include references to the plural, and vice versa.

- 1.3 The headings in this Plan are for ease of reference only and shall not affect the interpretation of the provisions herein contained. A reference to a section shall, except where expressly stated otherwise, mean a section of this Plan, as applicable.
- 1.4 A reference to writing or written form shall include any legible format capable of being reproduced on paper, irrespective of the medium used.

Section 2 Purpose; Shares Subject to Plan

- 2.1 The purpose of the Plan is to enable Employees to acquire shares in the Company, in order to provide them with a continuing stake in the Company and align their interests with those of the Shareholders. The Plan is not intended to constitute an “employee stock purchase plan” qualified under Section 423 of the Code, nor is it intended to be an “employee benefit plan” within the meaning of section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.
- 2.2 The aggregate number of common shares of the Company that are authorized to be purchased under the Plan shall not exceed 3,000,000. Shares purchasable under the Plan will be shares repurchased by the Company on the open market.

Section 3 Eligibility and Enrollment

Effective Date

- 3.1 The Plan is effective May 27, 2022.

Eligible Employees

- 3.2 All permanent employees of the Company and any subsidiary of the Company, except for Insiders, shall be considered “**Eligible Employees**” for the purposes of this Plan unless otherwise determined by the Committee.

Enrollment

- 3.3 An Eligible Employee may give notice to the Company in a form prescribed by the Company to start participation in the Plan. Subject to Section 8, an Employee’s participation shall commence on the Enrollment Date immediately following the date such notice is received. Such notice shall constitute acceptance by the Employee of all the terms and conditions of the Plan.

Section 4 Participant Contributions

Participant Contributions

- 4.1 Pursuant to Section 3.3, the Employee shall specify the amount of any Participant Contributions he or she wishes to make. Such amount of Participant Contributions must be equal to any whole percentage of the Participant’s Base Salary earned every pay period and may not exceed five percent (5%) of the Participant’s Base Salary earned every pay period (in one percent (1%) increments). Subject to Section 4.5, all Participant Contributions shall be made through payroll deductions. Participant Contributions shall not earn any interest pending their use to purchase Shares.

Varying Participant Contributions

- 4.2 The Participant may give notice to the Employer to vary the amount of Participant Contributions to be deducted once per calendar year.

Stopping Participant Contributions

- 4.3 A Participant may at any time give written notice to the Employer to stop his Participant Contributions under the Plan on the date specified in such notice.

Paid Leave of Absence

- 4.4 A Participant on authorized paid leave of absence, including leaves with supplemental employment benefits, shall continue to make Participant Contributions through payroll deductions, as provided in Section 3.4, unless such Participant has given notice in writing to the Employer to stop Participant Contributions pursuant to Section 4.3.

Unpaid Leave of Absence

- 4.5 In the event a Participant goes on unpaid leave approved by the Employer, employee and employer contributions to the Plan will cease during the leave period.

Restarting Participant Contributions

- 4.6 A Participant who has stopped Participant Contributions pursuant to Section 4.3 or 4.4 is not permitted to restart Participant Contributions for a period of six (6) months (hereinafter, the “**Suspension Period**”) from the date that contributions are suspended.
- 4.7 A Participant may give notice to the Employer any time after the Suspension Period to re-start Participant Contributions under the Plan but may not make up Participant Contributions that have been missed.

Timing

- 4.8 Subject to Section 8, and unless a later date is specified in the relevant notice received by the Company:
- (a) The Employer shall, following receipt of notice from an Employee pursuant to Section 3.3, commence payroll deductions for Participant Contributions on the next Enrollment Date;
 - (b) The Employer shall, commencing on the Enrollment Date following receipt of a notice under Section 4.2, vary the amount of Participant Contributions as specified in the notice;
 - (c) The Employer shall, following receipt of a notice under Section 4.3, ensure that no further deductions of the Participant Contributions are made by it under the Plan; and
 - (d) The Employer shall, following receipt of a notice under Section 4.7, to re-start deductions under the Plan, restart such Participant Contributions on the next Enrollment Date following the later of the end of the Suspension Period and receipt of a notice under Section 4.7.

Termination of Employment, Retirement

- 4.9 In the event of the termination of employment for any reason, retirement or death of a Participant, or in the event the Plan is terminated pursuant to Section 10.2, Participant Contributions shall be automatically stopped and any Participant Contributions held by the Employer at such time shall be returned to such Participant.

Treatment of Insiders

4.10 In the event that a Participant becomes an Insider, Participant Contributions shall be automatically stopped and any Participant Contributions held by the Employer at such time shall be returned to such Participant.

Section 5 Employer Contributions

Employer Contributions

- 5.1 An Employer Contribution shall be made by the Employer on the next Business Day following the end of the Matching Period applicable to the related Participant Contributions.
- 5.2 The Employer Contribution shall be equal to twenty-five percent (25%) of the related Participant Contributions.
- 5.3 The Employer Contribution is deemed to be a taxable benefit to the Employee and is subject to income tax, and any applicable statutory deductions in accordance with local tax regulatory authorities.

Section 6 Acquisition of Shares

Remittance of Contributions

- 6.1 Participant Contributions withheld through payroll deduction by the Employer in each Pay Period shall be remitted by the Employer to the Administrative Agent, who shall remit such Participant Contributions to the Brokerage Agent, as soon as practicable following the end of the quarter in which such withholding is effected (hereinafter "**Remittance Date**").
- 6.2 Employer Contributions shall be remitted by the Employer to the Administrative Agent, who shall remit such Employer Contributions to the Brokerage Agent, as soon as practicable following the end of the Matching Period applicable to the related Participant Contributions (hereinafter "**Award Date**").

Acquisition of Shares

- 6.3 As soon as practicable after the Remittance Date or the Award Date, but in all cases within fifteen (15) Business Days following the Remittance Date or the Award Date, as the case may be, the Brokerage Agent shall purchase Shares on behalf of the Participants with all Participant Contributions and Employer Contributions on the open market, through the facilities of the Stock Exchange, if applicable.
- 6.4 The Brokerage Agent shall purchase only whole Shares and shall round down to the nearest whole Share with respect to any partial Shares resulting from the amount of Participant Contributions and Employer Contributions remitted to the Brokerage Agent. Any Participant Contributions and Employer Contributions in respect of partial Shares shall be returned to the Employer for the behalf of the Participants and rolled forward into future purchase periods for the purchase of whole Shares.

Share Purchase Price

- 6.5 The price of Shares purchased in respect of a given quarter shall correspond to their market price at the time of purchase, provided however that where the Brokerage Agent has purchased Shares under the Plan at various prices in any given quarter, the purchase price of all such Shares shall correspond to the weighted average price paid for all purchases of Shares that are required to be made under the Plan in respect of such quarter.

Registration and Voting

- 6.6 Shares purchased or otherwise acquired by the Administrative Agent under the Plan shall be registered in the name of the Brokerage Agent approved by the Administrative Agent and held on behalf of the respective Participants.

- 6.7 Whole shares allocated to a Participant's Account will be voted in accordance with the directions, if any, of the Participants.

Dividends

- 6.8 The Committee shall determine, from time to time in the discretion of the Committee, whether cash dividends paid by the Company on its Shares shall be: (i) paid out in cash to the Participants, or (ii) used to purchase additional Shares on the open market for credit to Participants' Accounts. The Employer shall promptly notify Participants of the Committee's treatment of dividends as made from time to time. Each Participant acknowledges that the receipt of dividends may be a taxable event for such Participant.

Section 7 Sale or Withdrawal

Right to Sell or Withdraw

- 7.1 Subject to Section 8, the withholding obligations in Section 11.4 and any applicable securities laws and regulations, a Participant may at any time:
- (a) give written notice to the Administrative Agent to sell some or all of that portion of the Shares in the Participant's Account in which case, the Administrative Agent shall direct the Brokerage Agent upon receipt of such notice to proceed to sell the Shares on the open market and pay to the Participant an amount equal to the net proceeds of such sale, after deduction of any applicable brokerage fees and expenses associated with the sale of those Shares which have been sold at the Participant's direction.
 - (b) give written notice to the Administrative Agent to withdraw (by way of certificate or transfer) some or all of that portion of the Shares in the Participant's Account, in which case, the Administrative Agent shall direct the Brokerage Agent upon receipt of such notice to proceed to transfer and deliver to the Participant those Shares, after deduction of any applicable brokerage fees and expenses associated with the withdrawal, that have been withdrawn at the Participant's direction.
- 7.2 The right of the Participant to sell or withdraw all or a portion of his or her Shares shall only be effected pursuant to the terms of Section 7.1. For greater certainty, the Brokerage Agent is prohibited from consulting with the Participant regarding any sales or withdrawals under this Plan and the Participant is prohibited from disclosing any information, including, without limitation, Material Non-Public Information, that may influence the execution of this Plan.
- 7.3 The Participant will be responsible for paying any fees associated with the sale or withdrawal of all or a portion of his or her Shares.

Sale or Withdrawal on Termination of Employment or Plan Termination

- 7.4 In the event of the termination of employment with the Company or any other Employer for any reason, including retirement or death of a Participant, or in the event the Plan is terminated pursuant to Section 10.2, the Administrative Agent shall, as directed by the Participant, the Participant's beneficiary or the legal

representatives of the Participant's estate, as applicable, direct the Brokerage Agent to transfer and deliver or sell all the Shares in the Participant's Account and deliver the net proceeds to the Participant, the Participant's beneficiary or the legal representatives of the Participant's estate, as applicable. The Participant, beneficiary or legal representatives of the Participant's estate, as applicable, shall provide the Administrative Agent with directions in accordance with this Section 5 within ninety (90) days of the termination of employment, retirement or death of a Participant or Plan termination, as applicable. If no direction is received by the Administrative Agent within such time period, the Administrative Agent shall direct the Brokerage Agent to a) for

Canadian Participants, direct the Brokerage Agent to transfer and deliver the Shares in the Participant's Account to an individual account; and b) for non- Canadian Participants, direct the Brokerage Agent to sell all Shares and deliver the cash proceeds to the Participant. The Participant will be responsible for paying any fees for issuance of share certificates or transfer requests. Shares may be sold to cover fees associated with these transaction types. The Participant shall receive the cash equivalent for any fractional Shares credited to the Participant's Account.

- 7.5 The Participant shall be responsible for ensuring compliance with the provisions of the Tax Act, the Code, as well as any applicable U.S. state laws in respect of the tax consequences resulting from any transfer or sale of Shares from a Participant's Account.

Section 8 Blackout Periods

- 8.1 No Employee or Participant shall be permitted to enroll in the Plan, commence, vary, stop or restart Participant Contributions while such Employee or Participant is subject to a Blackout Period, except where written notice of the Employee's or Participant's intention to enroll in the Plan, commence, vary, stop or restart Participant Contributions was received by the Company prior to such Blackout Period. No Employee or Participant shall be permitted to sell any Shares from the Plan while such Employee or Participant is subject to a Blackout Period. Any notice to enroll in the Plan, commence, vary, stop or restart Participant Contributions, or sell Shares delivered during a Blackout Period shall only be effective as set out in Section 8.2.
- 8.2 In respect of Employees or Participants affected by the provisions of Section 8.1:
- (a) for purposes of enrollment in the Plan under Section 3.3, in the event that notice of enrollment is received by the Company during a Blackout Period, enrollment will be effective on the first Enrollment Date following the end of the applicable Blackout Period;
 - (b) for purposes of the commencement of Participant Contributions under Section 4.1, in the event that notice of commencement of Participant Contributions was received during a Blackout Period, payroll deductions will commence with the first payroll period following the first Enrollment Date following the end of the applicable Blackout Period;
 - (c) for purposes of varying Participant Contributions under Section 4.2, stopping Participant Contributions under Section 4.3 or restarting Participant Contributions under Section 4.7, in the event the notice to vary, stop or restart Participant Contributions is received during a Blackout Period, Participant Contributions will be varied, stopped or restarted upon the commencement of the first Enrollment Date following the end of the applicable Blackout Period; and
 - (d) any notice to sell Shares made by Participant under Sections 7.1 or 7.2 will only be valid if the notice is served and the sale occurs outside of a Blackout Period.
- 8.3 For the avoidance of doubt, nothing in this Section 8 shall restrict the Company from making purchases under the Plan in the ordinary course.

Section 9 Administration and Participant Accounts

Administration

- 9.1 The Plan shall be administered by the Human Resources Department of the Company, subject to the oversight of the Committee.

Participant Accounts

- 9.2 The Administrative Agent shall maintain, or cause to be maintained, one or more separate accounts for each Participant. The Administrative Agent shall credit to the account of a Participant all Participant Contributions made by such Participant, all Employer Contributions awarded, and all Shares acquired.

Participant Account Statements

- 9.3 The Administrative Agent shall provide a statement of account to each Participant setting out the activity relating to the Participant's Account on an annual basis. The statement of account to each Participant shall include information as agreed to between the Administrative Agent and the Company.
- 9.4 Except as otherwise provided in this plan, the Employer shall pay all costs of administering the Plan, including without limitation all the fees and expenses of the Administrative Agent. All brokerage fees relating to the acquisition of Shares shall be borne by the Company or the applicable Employer. All brokerage and other fees relating to the sale or withdrawal of Shares shall be paid by the relevant Participants.

No Share Value Guarantee

- 9.5 The Company makes no representation or warranty as to the future market value of any Shares acquired in accordance with the provisions of the Plan.

Section 10 Amendment and Termination

Amendment

- 10.1 The Committee may amend or suspend at any time, and from time to time, all or any of the provisions of the Plan at its sole and complete discretion, except that no such amendment shall operate so as to deprive a Participant of any Shares or any Employer Contributions credited to a Participant's Account or otherwise due to a Participant prior to the date thereof. Notwithstanding the foregoing, if any provision of the Plan contravenes any applicable law or regulation or any rule, regulation, by-law or policy of any regulatory authority or stock exchange having jurisdiction or authority over the Company, any other Employer or the Plan, then the Committee may amend such provision, retroactively or prospectively, to the extent required to bring such provision into compliance therewith.
- 10.2 Notwithstanding Section 10.1, no amendment to Section 5.2 shall be made without obtaining approval of the Shareholders.

Plan Termination

- 10.3 The Committee reserves the right, in its sole and complete discretion, to terminate the Plan, in whole or in part, at any time provided that no such termination shall operate so as to deprive a Participant of any Shares or Employer Contributions credited to a Participant's Account or otherwise due to a Participant prior to the date thereof.

Section 11 Miscellaneous Provisions

Participant's Rights not Transferable

- 11.1 Except as provided herein or as required by applicable legislation, the rights of a Participant pursuant to the provisions of the Plan are non-assignable and non-transferable, in whole or in part. No attempted assignment or transfer thereof, otherwise than in accordance with the provisions hereof, shall be effective.

No Effect on Employment

- 11.2 Participation in the Plan by an Employee shall be voluntary. The terms of employment of an Employee shall not be affected by his or her participation in the Plan. Nothing contained in the Plan or in any documentation pertaining thereto shall confer upon any Participant any right with respect to continuance of employment by the Employer or interfere in any way with the right of the Employer to terminate the employment of any Participant. Under no circumstances shall any person, who is or has at any time been a Participant, be able to claim from the Employer or any related person any sum or other benefit to compensate for loss of any rights or benefits under or in connection with this Plan or by reason of his or her participation herein. For greater certainty, a period of notice or payment in lieu thereof, if any, upon termination of employment, wrongful or otherwise, shall not be considered as extending the period of employment for purposes of the Plan.

Jurisdiction

- 11.3 This Plan shall be construed, enforced and administered in accordance with the laws of the Province of British Columbia and laws of Canada applicable therein.

Withholdings

- 11.4 The Company, or any applicable Employer, may withhold or cause to be withheld from any amount payable to a Participant, either under this Plan or otherwise, such amount as may be required by law to be withheld with respect to any tax or other required deductions and may, without limiting the generality of the foregoing, cause to be sold a Participant's Plan Shares to the extent required in order to effect any such withholding or other required deduction.

Information to be Provided

- 11.5 Each Participant and other person entitled to benefits under the Plan shall, upon request, furnish such information as may be required by the Employer, Committee or the Administrative Agent in order to administer the Plan including, without limitation, to make the payments under Section 7.2.

Severability

- 11.6 If any provision or part of the Plan is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part of the Plan.

11.7 Section 409A

- (a) This Plan and the benefits provided under it to U.S. Participants are intended to comply with the short-term deferral exemption under Section 409A of the Code (“**Section 409A**”), and the regulations and other interpretive guidance promulgated thereunder, as in effect from time to time. Notwithstanding the foregoing or any provisions of the Plan to the contrary, if the Company determines that such exemption is not applicable to the Plan benefits, or any provision of the Plan

contravenes Section 409A or could cause the U.S. Participant to incur any tax, interest or penalties under Section 409A, the Committee may, in its sole discretion and without any Participant's consent, modify such provision and any appropriate policies and procedures, including amendments and policies with retroactive effect, and take such other actions as the Committee determines necessary or appropriate (x) to comply with, or avoid being subject to, Section 409A, or to avoid the incurrence of any taxes, interest and penalties under Section 409A, and/or (y) preserve, to the maximum extent practicable, the intended tax treatment of the benefits provided by the Plan without materially increasing the cost to the Company or contravening the provisions of Section 409A. This Section 11.7(a) does not create an obligation on the part of the Company to modify the Plan and does not guarantee that Plan benefits will not be subject to taxes, interest and penalties under Section 409A.

- (b) If a U.S. Participant becomes entitled to receive payment from such Participant's Account as a result of his or her "separation from service" (within the meaning of Section 409A), and the U.S. Participant is a "specified employee" (within the meaning of Section 409A) at the time of his or her separation from service, and the Committee makes a good faith determination that (i) all or a portion of the Participant Account constitutes "deferred compensation" (within the meaning of Section 409A) and (ii) any such deferred compensation that would otherwise be payable during the six-month period following such separation from service is required to be delayed pursuant to the six-month delay rule set forth in Section 409A in order to avoid taxes or penalties under Section 409A, then payment of such "deferred compensation" shall not be made to the U.S. Participant before the date which is six months after the date of his or her separation from service (and shall be paid in a single lump sum, without interest, on the first day of the seventh month following the date of such separation from service) or, if earlier, the U.S. Participant's date of death.

Consent of Independent Registered Public Accounting Firm

We hereby consent to the incorporation by reference in this registration statement on form S-8 of SSR Mining Inc. of our report dated February 23, 2022 relating to the financial statements and effectiveness of internal control over financial reporting of SSR Mining Inc., which appears in SSR Mining Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021.

/s/ PricewaterhouseCoopers LLP

Chartered Professional Accountants

Vancouver, British Columbia
Canada

17 June, 2022

CONSENT OF EXPERT

I hereby consent to the use of and reference to my name, Dr. Cengiz Y. Demirci, AIPG (CPG), and the information that I reviewed and approved, as described or incorporated by reference in SSR Mining Inc.'s Registration Statement on Form S-8, filed with the United States Securities and Exchange Commission on June 17, 2022.

Dated this 17th day of June, 2022.

Yours very sincerely,

/s/ Cengiz Y. Demirci
Cengiz Y. Demirci, AIPG (CPG)

CONSENT OF EXPERT

I hereby consent to the use of and reference to my name, Gregory Gibson, SME Registered Member, and the information that I reviewed and approved, as described or incorporated by reference in SSR Mining Inc.'s Registration Statement on Form S-8, filed with the United States Securities and Exchange Commission on June 17, 2022.

Dated this 17th day of June, 2022.

Yours very sincerely,

/s/ Gregory Gibson

Gregory Gibson, SME Registered Member

CONSENT OF EXPERT

I hereby consent to the use of and reference to my name, Bernard Peters, BEng (Mining), FAusIMM, and the information that I reviewed and approved, as described or incorporated by reference in SSR Mining Inc.'s Registration Statement on Form S-8, filed with the United States Securities and Exchange Commission on June 17, 2022.

Dated this 17th day of June, 2022.

Yours very sincerely,

/s/ Bernard Peters

Bernard Peters, BEng (Mining), FAusIMM
Technical Director – Mining
OreWin Pty Ltd.

CONSENT OF EXPERT

I hereby consent to the use of and reference to my name, Karthik Rathnam, MAusIMM (CP), and the information that I reviewed and approved, as described or incorporated by reference in SSR Mining Inc.'s Registration Statement on Form S-8, filed with the United States Securities and Exchange Commission on June 17, 2022.

Dated this 17th day of June, 2022.

Yours very sincerely,

/s/ Karthik Rathnam

Karthik Rathnam, MAusIMM (CP)

CONSENT OF EXPERT

I hereby consent to the use of and reference to my name, Sharron Sylvester, B.Sc. (Geol), RPGeo AIG, and the information that I reviewed and approved, as described or incorporated by reference in SSR Mining Inc.'s Registration Statement on Form S-8, filed with the United States Securities and Exchange Commission on June 17, 2022.

Dated this 17th day of June, 2022.

Yours very sincerely,

/s/ Sharron Sylvester

Sharron Sylvester, B.Sc. (Geol), RPGeo AIG
Technical Director – Geology
OreWin Pty Ltd

CONSENT OF EXPERT

I hereby consent to the use of and reference to my name, OreWin Pty Ltd, and the information that I reviewed and approved, as described or incorporated by reference in SSR Mining Inc.'s Registration Statement on Form S-8, filed with the United States Securities and Exchange Commission on June 17, 2022.

Dated this 17th day of June, 2022.

Yours very sincerely,

/s/ S T Sylvester
Sharron Sylvester
Director
OreWin Pty Ltd

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Jasmine Miller and Erica Smith, and each of them (with full power to act alone), as their true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for them in their name, place and stead, in any and all capacity, in connection with this registration statement, including to sign and file in the name and on behalf of the undersigned as director or officer of the registrant any and all amendments or supplements (including any and all post-effective amendments) to this registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) under the Securities Act increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission and any applicable securities exchange, securities self-regulatory body or other regulatory authority, granting unto said attorneys-in-fact and agents, and each of them (with full power to act alone), full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities indicated on June 17, 2022:

Signature	Title
<u>/s/ Rodney P. Antal</u> Rodney P. Antal	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Alison White</u> Alison White	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Russell Farnsworth</u> Russell Farnsworth	Vice President, Controller (Principal Accounting Officer)
<u>/s/ A.E. Michael Anglin</u> A.E. Michael Anglin	Chair of the Board of Directors
<u>/s/ Thomas Bates, Jr.</u> Thomas Bates, Jr.	Director
<u>/s/ Brian R. Booth</u> Brian R. Booth	Director
<u>/s/ Simon A. Fish</u> Simon A. Fish	Director
<u>/s/ Leigh Ann Fisher</u> Leigh Ann Fisher	Director
<u>/s/ Alan P. Krusi</u> Alan P. Krusi	Director
<u>/s/ Grace Kay Priestly</u> Grace Kay Priestly	Director

AUTHORIZED REPRESENTATIVE

Pursuant to the requirements to Section 6(a) of the Securities Act, the undersigned has signed this Registration Statement as the duly authorized representative of SSR Mining Inc. in the United States on June 17, 2022.

SSR MINING INC.

By: /s/ Michael J. Sparks

Name: Michael J. Sparks

Title: Executive Vice President, Chief Legal and Administrative Officer