

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **January 31, 2026**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: **001-08266**

U.S. GOLD CORP.

(Exact Name of Registrant as Specified in its Charter)

Nevada

(State or other jurisdiction of incorporation or organization)

22-1831409

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

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

(Address of Principal Executive Offices)

89801

(Zip Code)

(800) 557-4550

(Registrant's Telephone Number, including Area Code)

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	USAU	Nasdaq Capital Market

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an 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

Non-accelerated filer

Accelerated filer

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 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Common Stock (\$0.001 par value): As of March 13, 2026, there were 16,501,163 shares outstanding.

U.S. GOLD CORP.
FORM 10-Q
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FORWARD-LOOKING STATEMENTS

Some information contained in or incorporated by reference into this Quarterly Report on Form 10-Q (this “Form 10-Q”) may contain forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995. These statements include comments relating to the ability of available cash reserves at January 31, 2026, to be sufficient for greater than the next twelve months; U.S. Gold Corp.’s (the “Company,” “we,” “us,” or “our”) ability to continue as a going concern expected legal and accounting expenses to maintain compliance with the Sarbanes-Oxley Act of 2002 and the effect of these expenses on the Company’s profitability and our results of operations; and the Company’s expectation that it will have sufficient cash to fund corporate activities, general administrative costs, and currently undertaken project activities related to permitting and engineering studies over the next twelve months.

We use the words “anticipate,” “continue,” “likely,” “estimate,” “expect,” “may,” “could,” “will,” “project,” “should,” “believe” and variations of such words and similar expressions to identify forward-looking statements. Statements that contain these words discuss our future expectations and plans, or state other forward-looking information. Although we believe the expectations and assumptions reflected in those forward-looking statements are reasonable, we cannot assure you that these expectations and assumptions will prove to be correct. Our actual results could differ materially from those expressed or implied in these forward-looking statements as a result of the factors set forth in, or incorporated by reference in this report, including:

- deviations from the projections set forth in the prefeasibility study for the CK Gold Project due to unanticipated variations in grade, unexpected challenges with potential mining of the deposit, volatility in commodity prices, variations in expected recoveries, increases in projected operating or capital costs, or delays in our permitting plans;
- mining exploration and development risks, including risks related to regulatory approvals, operational hazards and accidents, equipment breakdowns, contractor disputes, contractual disputes related to exploration properties and other unanticipated difficulties;
- the strength of the world economies;
- competition in the gold and precious minerals mining industries;
- fluctuations in interest rates and inflation rates;
- changes in governmental rules and regulations or actions taken by regulatory authorities;
- future adverse legislation regarding the mining industry and climate change;
- the impact of geopolitical events and other uncertainties, such as the conflicts in Ukraine and the Middle East;
- current and future political and economic factors in the United States and China and the relationship between the two countries;
- our ability to maintain compliance with the Nasdaq Capital Market LLC’s listing standards;
- volatility in the market price of our common stock;
- our ability to fund our business with our current cash reserves based on our currently planned activities;
- our ability to raise the necessary capital required to continue our business on terms acceptable to us or at all;
- our expected cash needs and the availability and plans with respect to future financing;
- our ability to maintain the adequacy of internal control over financial reporting;
- adverse technological changes and cybersecurity threats;
- our ability to retain key management and mining personnel necessary to operate and grow our business successfully; and
- the factors discussed under “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended April 30, 2025 (“fiscal year 2025”), as amended October 10, 2025.

Many of these factors are beyond our ability to control or predict. Although we believe that the expectations reflected in our forward-looking statements are based on reasonable assumptions, such statements can only be based on facts and factors currently known to us. Consequently, forward-looking statements are inherently subject to risks and uncertainties and actual results and outcomes may differ materially from the results and outcomes discussed in or anticipated by the forward-looking statements. These statements speak only as of the date of this Form 10-Q. Except as required by law, we are not obligated to publicly release any revisions to these forward-looking statements to reflect future events or developments. All subsequent written and oral forward-looking statements attributable to us and persons acting on our behalf are qualified in their entirety by the cautionary statements contained in this section and elsewhere in this Form 10-Q.

PART I: FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

U.S. GOLD CORP. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS

	January 31, 2026	April 30, 2025
ASSETS		
CURRENT ASSETS:		
Cash	\$ 36,087,724	\$ 8,168,767
Prepaid expenses and other current assets	692,182	726,631
Total current assets	36,779,906	8,895,398
NON - CURRENT ASSETS:		
Property, net	2,311,259	431,875
Reclamation bond deposit	1,256,929	1,134,329
Operating lease right-of-use asset, net	68,597	34,410
Mineral rights	14,370,255	14,370,255
Total non - current assets	18,007,040	15,970,869
Total assets	\$ 54,786,946	\$ 24,866,267
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued liabilities	\$ 1,274,798	\$ 636,734
Stock payable	62,500	208,809
Operating lease liabilities, current portion	44,212	34,410
Total current liabilities	1,381,510	879,953
LONG- TERM LIABILITIES		
Warrant liability	-	11,631,100
Asset retirement obligation	363,832	338,421
Operating lease liabilities	24,384	-
Deferred tax liability	430,486	430,486
Total long-term liabilities	818,702	12,400,007
Total liabilities	2,200,212	13,279,960
Commitments and Contingencies (see Note 12)		
STOCKHOLDERS' EQUITY :		
Preferred stock, \$0.001 par value; 50,000,000 shares authorized, no shares issued and outstanding as of January 31, 2026 and April 30, 2025	-	-
Common stock, \$0.001 par value; 200,000,000 shares authorized; 16,455,121 shares and 12,692,784 shares issued and outstanding as of January 31, 2026 and April 30, 2025	16,455	12,693
Additional paid-in capital	157,821,391	104,980,837
Accumulated deficit	(105,251,112)	(93,407,223)
Total stockholders' equity	52,586,734	11,586,307
Total liabilities and stockholders' equity	\$ 54,786,946	\$ 24,866,267

See accompanying notes to unaudited condensed consolidated financial statements.

U.S. GOLD CORP. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	For the Three Months Ended January 31, 2026	For the Three Months Ended January 31, 2025	For the Nine Months Ended January 31, 2026	For the Nine Months Ended January 31, 2025
Net revenues	\$ -	\$ -	\$ -	\$ -
Operating expenses:				
Compensation and related taxes - general and administrative	1,188,162	1,399,471	1,836,010	1,862,303
Exploration costs	436,910	745,234	1,317,280	1,957,284
Professional and consulting fees	2,571,947	1,962,899	6,530,688	3,277,342
General and administrative expenses	1,149,845	982,773	3,855,944	2,728,635
Total operating expenses	5,346,864	5,090,377	13,539,922	9,825,564
Loss from operations	(5,346,864)	(5,090,377)	(13,539,922)	(9,825,564)
Other income (expense):				
Interest income	57,025	58,910	191,033	100,465
Other income	6,000	-	10,000	-
Change in fair value of warrant liability	-	(1,330,550)	1,495,000	(3,064,750)
Total other income (expense)	63,025	(1,271,640)	1,696,033	(2,964,285)
Loss before provision for income taxes	(5,283,839)	(6,362,017)	(11,843,889)	(12,789,849)
Provision for income taxes	-	-	-	-
Net loss	\$ (5,283,839)	\$ (6,362,017)	\$ (11,843,889)	\$ (12,789,849)
Net loss per common share, basic and diluted	\$ (0.35)	\$ (0.54)	\$ (0.82)	\$ (1.15)
Weighted average common shares outstanding - basic and diluted	15,264,451	11,753,492	14,487,165	11,075,105

See accompanying notes to unaudited condensed consolidated financial statements.

U.S. GOLD CORP. AND SUBSIDIARIES
 UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
 FOR THE THREE AND NINE MONTHS ENDED JANUARY 31, 2026 AND 2025

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	\$0.001 Par Value				
	Shares	Amount			
Balance, April 30, 2025	12,692,784	\$ 12,693	\$ 104,980,837	\$ (93,407,223)	\$ 11,586,307
Issuance of common stock for services including accrued and prepaid services	32,049	32	251,277	-	251,309
Issuance of common stock for exercise of stock options	2,742	3	13,201	-	13,204
Issuance of common stock for exercise of stock warrants	1,038,384	1,038	6,481,974	-	6,483,012
Issuance of common stock for cashless exercise of stock warrants	260,071	260	(260)	-	-
Reclassification of warrant liability into equity upon exercise of warrants	-	-	10,136,100	-	10,136,100
Accretion of stock based compensation in connection with stock option grants	-	-	79,746	-	79,746
Stock-based compensation in connection with restricted common stock award grants and restricted and deferred common stock unit grants	-	-	55,267	-	55,267
Net loss	-	-	-	(2,077,499)	(2,077,499)
Balance, July 31, 2025	14,026,030	14,026	121,998,142	(95,484,722)	26,527,446
Issuance of common stock for cash	38,541	38	523,238	-	523,276
Issuance of common stock for exercise of stock options	1,726	2	13,202	-	13,204
Issuance of common stock for exercise of stock warrants	266,665	267	1,864,703	-	1,864,970
Issuance of common stock for cashless exercise of stock warrants	52,240	52	(52)	-	-
Accretion of stock based compensation in connection with stock option grants	-	-	79,746	-	79,746
Stock-based compensation in connection with restricted common stock award grants and restricted and deferred common stock unit grants	-	-	55,268	-	55,268
Net loss	-	-	-	(4,482,551)	(4,482,551)
Balance, October 31, 2025	14,385,202	14,385	124,534,247	(99,967,273)	24,581,359
Issuance of common stock for cash	1,922,159	1,922	31,170,215	-	31,172,137
Issuance of common stock for exercise of stock options	1,726	2	13,202	-	13,204
Issuance of common stock for exercise of stock warrants	146,034	146	1,892,047	-	1,892,193
Accretion of stock based compensation in connection with stock option grants	-	-	111,962	-	111,962
Stock-based compensation in connection with restricted common stock award grants and restricted and deferred common stock unit grants	-	-	99,718	-	99,718
Net loss	-	-	-	(5,283,839)	(5,283,839)
Balance, January 31, 2026	16,455,121	\$ 16,455	\$ 157,821,391	\$ (105,251,112)	\$ 52,586,734

	Common Stock \$0.001 Par Value		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Balance, April 30, 2024	10,732,277	\$ 10,732	\$ 90,297,824	\$ (72,848,101)	\$ 17,460,455
Accretion of stock based compensation in connection with stock option grants	-	-	7,402	-	7,402
Stock-based compensation in connection with restricted common stock award grants and restricted common stock unit grants	-	-	9,375	-	9,375
Net loss	-	-	-	(4,325,305)	(4,325,305)
Balance, July 31, 2024	10,732,277	10,732	90,314,601	(77,173,406)	13,151,927
Issuance of common stock for exercise of stock warrants	15,000	15	67,185	-	67,200
Issuance of common stock for services including accrued and prepaid services	30,212	30	119,970	-	120,000
Issuance of common stock for vested restricted stock unit	7,927	8	(8)	-	-
Accretion of stock based compensation in connection with stock option grants	-	-	7,402	-	7,402
Net loss	-	-	-	(2,102,527)	(2,102,527)
Balance, October 31, 2024	10,785,416	10,785	90,509,150	(79,275,933)	11,244,002
Issuance of common stock, net of issuance cost	1,457,700	1,458	10,145,643	-	10,147,101
Issuance of common stock for exercise of stock warrants	105,000	105	508,295	-	508,400
Issuance of common stock for vested restricted and deferred stock unit	-	-	932,230	-	932,230
Accretion of stock based compensation in connection with stock option grants	-	-	997,496	-	997,496
Net loss	-	-	-	(6,362,017)	(6,362,017)
Balance, January 31, 2025	<u>12,348,116</u>	<u>\$ 12,348</u>	<u>\$ 103,092,814</u>	<u>\$ (85,637,950)</u>	<u>\$ 17,467,212</u>

See accompanying notes to unaudited condensed consolidated financial statements.

U.S. GOLD CORP. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Nine Months Ended January 31, 2026	For the Nine Months Ended January 31, 2025
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (11,843,889)	\$ (12,789,849)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	44,720	24,148
Accretion	25,411	23,111
Amortization of right-of-use asset	43,867	42,681
Stock based compensation	501,707	2,008,905
Amortization of prepaid stock based expenses	30,000	15,000
Change in fair value of warrant liability	(1,495,000)	3,064,750
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	41,949	72,160
Reclamation bond deposit	(122,600)	25,000
Accounts payable and accrued liabilities	638,064	403,950
Stock payable	47,500	-
Operating lease liability	(43,868)	(42,682)
NET CASH USED IN OPERATING ACTIVITIES	(12,132,139)	(7,152,826)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	-	(6,158)
Purchase of land and building	(1,924,104)	-
NET CASH USED IN INVESTING ACTIVITIES	(1,924,104)	(6,158)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Issuance of common stock, net of issuance cost	31,695,413	10,147,101
Proceeds from issuance of common stock for exercise of stock option	39,612	-
Proceeds from issuance of common stock for exercise of stock warrants	10,240,175	575,600
NET CASH PROVIDED BY FINANCING ACTIVITIES	41,975,200	10,722,701
NET INCREASE IN CASH	27,918,957	3,563,717
CASH - beginning of year	8,168,767	5,574,278
CASH - end of period	<u>\$ 36,087,724</u>	<u>\$ 9,137,995</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for:		
Interest	\$ -	\$ -
Income taxes	\$ -	\$ -
SUPPLEMENTAL DISCLOSURE OF NON-CASH FINANCING ACTIVITIES:		
Issuance of common stock for accrued services	\$ 193,809	\$ 42,500
Issuance of common stock for prepaid services	\$ 37,500	\$ 7,500
Reclassification of warrant liability into equity upon exercise of warrants	\$ 10,136,100	\$ -
Operating lease right-of-use asset and operating lease liability recorded upon lease modification	\$ 78,054	\$ 21,564

See accompanying notes to unaudited condensed consolidated financial statements.

U.S. GOLD CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
JANUARY 31, 2026

NOTE 1 - ORGANIZATION AND DESCRIPTION OF BUSINESS

Organization

U.S. Gold Corp., formerly known as Dataram Corporation (the “Company”), was originally incorporated in the State of New Jersey in 1967 and was subsequently re-incorporated under the laws of the State of Nevada in 2016. Effective June 26, 2017, the Company changed its name to U.S. Gold Corp. from Dataram Corporation. On May 23, 2017, the Company merged with Gold King Corp. (“Gold King”), in a transaction treated as a reverse acquisition and recapitalization, and the business of Gold King became the business of the Company. The Company is a gold and precious metals exploration company pursuing exploration and development properties. The Company owns certain mining leases and other mineral rights comprising the CK Gold Project in Wyoming, the Keystone Project in Nevada and the Challis Gold Project in Idaho. The Company has established an estimate of proven and probable mineral reserves under subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission (“S-K 1300”) at its CK Gold Project, where the Company is conducting exploration and pre-development activities, and all of its activities on its other properties are exploratory in nature.

The Company’s CK Gold property contains proven and probable mineral reserves and accordingly is classified as a development stage property, as defined in S-K 1300. None of the Company’s other properties contain proven and probable mineral reserves and all activities are exploratory in nature.

Unless the context otherwise requires, all references herein to the “Company” refer to U.S. Gold Corp. and its consolidated subsidiaries.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation and principles of consolidation

The accompanying interim unaudited condensed consolidated financial statements have been prepared by the Company in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”), the instructions to Form 10-Q, and the rules and regulations of the United States Securities and Exchange Commission (the “SEC”) for interim financial information, which includes the unaudited condensed consolidated financial statements and presents the unaudited condensed consolidated financial statements of the Company and its wholly owned subsidiaries as of January 31, 2026. All intercompany transactions and balances have been eliminated. The accounting policies and procedures used in the preparation of these unaudited condensed consolidated financial statements have been derived from the audited financial statements of the Company for the fiscal year ended April 30, 2025, which are contained in the Form 10-K filed on July 29, 2025, as amended October 10, 2025. The unaudited condensed consolidated balance sheet as of April 30, 2025 was derived from those financial statements. It is management’s opinion that all material adjustments (consisting of normal recurring adjustments) have been made, which are necessary for a fair financial statement presentation. Operating results during the nine months ended January 31, 2026, are not necessarily indicative of the results to be expected for the fiscal year ending April 30, 2026 (“fiscal year 2026”).

Use of Estimates and Assumptions

In preparing the consolidated financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities as of the date of the consolidated balance sheet, and revenues and expenses for the period then ended. Actual results may differ significantly from those estimates. Significant estimates made by management include, but are not limited to, valuation of mineral rights, stock-based compensation, the fair value of common stock, valuation of warrant liability, asset retirement obligations and the valuation of deferred tax assets and liabilities.

Fair Value Measurements

The Company has adopted ASC 820, “Fair Value Measurements and Disclosures” (“ASC 820”), for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied in accordance with U.S. GAAP, which requires the use of fair value measurements, establishes a framework for measuring fair value and expands disclosure about such fair value measurements.

U.S. GOLD CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
JANUARY 31, 2026

ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs.

These inputs are prioritized below:

Level 1: Observable inputs such as quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs for which there is little or no market data, which require the use of the reporting entity's own assumptions.

The Company analyzes all financial instruments with features of both liabilities and equity under the Financial Accounting Standard Board's ("FASB") accounting standard for such instruments. Under this standard, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

The Company's warrant liability for warrants issued in connection with equity financings in March 2022 and April 2023 (see Note 9) was estimated using a Monte Carlo simulation model using Level 3 inputs.

Cash and Cash Equivalents

Cash equivalents are comprised of certain highly liquid instruments with a maturity of three months or less when purchased. The Company did not have any cash equivalents on hand at January 31, 2026 and April 30, 2025. The Company places its cash with high credit quality financial institutions. The Company's accounts at these institutions are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000. To reduce its risk associated with the failure of such financial institutions, the Company evaluates, at least annually, the rating of the financial institutions in which it holds deposits. At January 31, 2026 and April 30, 2025, the Company had bank balances of approximately \$35.7 million and \$7.9 million, respectively, exceeding the FDIC insurance limit on interest bearing accounts.

Prepaid expenses and other current assets

Prepaid expenses and other current assets of \$692,182 and \$726,631 at January 31, 2026 and April 30, 2025, respectively, consist primarily of costs paid for future services which will occur within a year. Prepaid expenses principally include prepayments in cash and equity instruments for consulting, public relations, business advisory services, advertising and marketing, insurance premiums, mining claim fees, easement fees, options fees, and mineral lease fees which are being amortized over the terms of their respective agreements.

Property

Property is carried at cost. The cost of repairs and maintenance is expensed as incurred; major replacements and improvements are capitalized. When assets are retired or disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gains or losses are included in income in the year of disposition.

Depreciation is calculated on a straight-line basis over the estimated useful life of the assets. The following are the expected useful lives:

Furniture and office equipment	3 years
Vehicle	5 years
Land	Not depreciated
Building	15 years

Impairment of long-lived assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be fully recoverable, or at least annually. The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset. The amount of impairment is measured as the difference between the asset's estimated fair value and its book value. The Company did not recognize any impairment during the nine months ended January 31, 2026 and 2025.

Mineral Rights

Costs of leasing, exploring, carrying and retaining unproven mineral lease properties are expensed as incurred. The Company expenses all mineral exploration costs as incurred. Where the Company has identified proven and probable mineral reserves on any of its properties, development costs will be capitalized when all the following criteria have been met, a) the Company receives the requisite operating permits, b) completion of a favorable Feasibility Study and c) approval from the Board of director's authorizing the development of the ore body. Until such time all these criteria have been met the Company records pre-development costs to expense as incurred.

U.S. GOLD CORP. AND SUBSIDIARIES
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
JANUARY 31, 2026

When a property reaches the production stage, the related capitalized costs will be amortized on a units-of-production basis over the proven and probable reserves following the commencement of production. The Company assesses the carrying costs of the capitalized mineral properties for impairment under ASC 360-10, "Impairment of Long-Lived Assets", and evaluates their carrying value under ASC 930-360, "Extractive Activities—Mining", annually. An impairment is recognized when the sum of the expected undiscounted future cash flows is less than the carrying amount of the mineral properties. Impairment losses, if any, are measured as the excess of the carrying amount of the mineral properties over its estimated fair value.

To date, the Company has expensed all exploration and pre-development costs as none of its properties have satisfied the criteria above for capitalization.

ASC 930-805, "Extractive Activities—Mining: Business Combinations" ("ASC 930-805"), states that mineral rights consist of the legal right to explore, extract, and retain at least a portion of the benefits from mineral deposits. Mining assets include mineral rights.

Acquired mineral rights are considered tangible assets under ASC 930-805. ASC 930-805 requires that mineral rights be recognized at fair value as of the acquisition date. As a result, the direct costs to acquire mineral rights are initially capitalized as tangible assets. Mineral rights include costs associated with acquiring patented and unpatented mining claims.

ASC 930-805 provides that in measuring the fair value of mineral assets, an acquirer should take into account both:

- The value beyond proven and probable reserves ("VBPP") to the extent that a market participant would include VBPP in determining the fair value of the assets.
- The effects of anticipated fluctuations in the future market price of minerals in a manner that is consistent with the expectations of market participants.

Leases to explore for or use of natural resources are outside the scope of ASC 842, "Leases".

Share-Based Compensation

Share-based compensation is accounted for based on the requirements of ASC 718, "Compensation—Stock Compensation" ("ASC 718"), which requires recognition in the financial statements of the cost of employee and director services received in exchange for an award of equity instruments over the period the employee or director is required to perform the services in exchange for the award (presumptively, the vesting period). ASC 718 also requires measurement of the cost of employee and director services received in exchange for an award based on the grant-date fair value of the award.

Accounting for Warrants

Warrants are accounted for in accordance with the applicable accounting guidance provided in ASC 815, "Derivatives and Hedging" ("ASC 815") as either derivative liabilities or as equity instruments, depending on the specific terms of the agreements. The Company classifies as equity any contracts that (i) require physical settlement or net-share settlement or (ii) give the Company a choice of net-cash settlement or settlement in its own shares (physical settlement or net-share settlement). The Company classifies as assets or liabilities any contracts that (i) require net-cash settlement (including a requirement to net-cash settle the contract if an event occurs and if that event is outside the control of the Company) or (ii) give the counterparty a choice of net-cash settlement or settlement in shares (physical settlement or net-share settlement). Instruments that are classified as liabilities are recorded at fair value at each reporting period, with any change in fair value recognized as a component of change in fair value of derivative liabilities in the unaudited condensed consolidated statements of operations.

The Company assessed the classification of its outstanding common stock purchase warrants as of the date of issuance and determined that such instruments, except for the warrants discussed under Warrant Liability below, met the criteria for equity classification under the guidance in ASC 260, "Earnings Per Share"; ASC 480, "Distinguishing Liabilities from Equity"; ASC 815, "Derivatives and Hedging". The Company has no outstanding warrants that contain a "down round" feature under ASC 815-10.

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Warrant Liability

The Company accounts for the 625,000 warrants and 870,000 warrants issued in March 2022 and April 2023, respectively, in accordance with the guidance contained in ASC 815 “Derivatives and Hedging” whereby under that provision these warrants do not meet the criteria for equity treatment and must be recorded as a liability. Accordingly, the Company classifies these warrant instruments as liabilities at fair value and adjusts the instruments to fair value at each reporting period. This liability is re-measured at each balance sheet date until the warrants are exercised or expire, and any change in fair value will be recognized in the Company’s statement of operations. The fair value of these warrants is estimated using a Monte Carlo simulation model. Such warrant classification is also subject to re-evaluation at each reporting period (see Note 9).

Offering Costs

Offering costs incurred consisted of legal, placement agent fees and other costs that were directly related to registered direct offerings and private placements. Offering costs were allocated to the separable financial instruments issued in the registered direct offering or private placement based on the same proportion as the proceeds were allocated to the warrants and equity. Offering costs associated with warrant liabilities are expensed as incurred, presented as offering costs related to warrant liability in the unaudited condensed consolidated statements of operations. Offering costs associated with the sale of common shares are charged against equity.

Remediation and Asset Retirement Obligation

Asset retirement obligations (“ARO”), consisting primarily of estimated reclamation costs at the Company’s CK Gold and Keystone properties, are recognized in the period incurred and when a reasonable estimate can be made, and recorded as liabilities at fair value. Such obligations, which are initially estimated based on discounted cash flow estimates, are accreted to full value over time through charges to accretion expense. Corresponding asset retirement costs are capitalized as part of the carrying amount of the related long-lived asset and depreciated over the asset’s remaining useful life. AROs are periodically adjusted to reflect changes in the estimated present value resulting from revisions to the estimated timing or amount of reclamation and closure costs. The Company reviews and evaluates its AROs annually or more frequently at interim periods if deemed necessary.

Foreign Currency Transactions

The reporting and functional currency of the Company is the U.S. dollar. Transactions denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing on the transaction dates. Assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing at the balance sheet date with any transaction gains and losses that arise from exchange rate fluctuations on transactions denominated in a currency other than the functional currency included in the results of operations as incurred. Translation adjustments, and transaction gains or losses, have not had, and are not expected to have, a material effect on the results of operations of the Company and are included in general and administrative expenses.

Leases

The Company accounts for leases in accordance with ASC Topic 842, Leases. Operating lease right of use assets represent the right to use the leased asset for the lease term and operating lease liabilities are recognized based on the present value of the future minimum lease payments over the lease term at commencement date. As most leases do not provide an implicit rate, the Company uses an incremental borrowing rate based on the information available at the adoption date in determining the present value of future payments. Upon the election by the Company to extend the lease for additional years, that election will be treated as a lease modification and the lease will be reviewed for re-measurement. Lease expense for minimum lease payments is amortized on a straight-line basis over the lease term and is included in general and administrative expenses in the statements of operations.

Income Taxes

The Company accounts for income taxes pursuant to the provision of ASC 740, “Accounting for Income Taxes” (“ASC 740”), which requires, among other things, an asset and liability approach to calculating deferred income taxes. The asset and liability approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. A valuation allowance is provided to offset any net deferred tax assets for which management believes it is more likely than not that the net deferred asset will not be realized.

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The Company follows the provision of ASC 740-10, “Accounting for Uncertain Income Tax Positions” (“ASC 740-10”). When tax returns are filed, there may be uncertainty about the merits of positions taken or the amount of the position that would be ultimately sustained. In accordance with the guidance of ASC 740-10, the benefit of a tax position is recognized in the financial statements in the period during which, based on all available evidence, management believes it is more likely than not that the position will be sustained upon examination, including the resolution of appeals or litigation processes, if any. Tax positions taken are not offset or aggregated with other positions.

Tax positions that meet the more likely than not recognition threshold are measured at the largest amount of tax benefit that is more than 50 percent likely of being realized upon settlement with the applicable taxing authority. The portion of the benefit associated with tax positions taken that exceed the amount measured as described above should be reflected as a liability for uncertain tax benefits in the accompanying balance sheet along with any associated interest and penalties that would be payable to the taxing authorities upon examination. The Company believes its tax positions are all more likely than not to be upheld upon examination. As such, the Company has not recorded a liability for uncertain tax benefits or for any related interest and penalties. In the event that the Company is assessed penalties and/or interest, penalties will be charged to other operating expense and interest will be charged to interest expense.

The Company follows ASC 740-10-25, “Definition of Settlement”, which provides guidance on how an entity should determine whether a tax position is effectively settled for the purpose of recognizing previously unrecognized tax benefits and provides that a tax position can be effectively settled upon the completion and examination by a taxing authority without being legally extinguished. For tax positions considered effectively settled, an entity would recognize the full amount of tax benefit, even if the tax position is not considered more likely than not to be sustained based solely on the basis of its technical merits and the statute of limitations remains open. The federal and state income tax returns of the Company are subject to examination by the Internal Revenue Service and state taxing authorities, generally for three years after they are filed.

On July 4, 2025, the One Big Beautiful Bill Act (“OBBA”) was enacted in the U.S. The OBBA includes significant provisions, such as expensing of U.S. research expenditures and eligible capital expenditures, the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act, modifications to the international tax framework and the restoration of favorable tax treatment for certain business provisions. There were no impacts reflected in our results for the quarter ending January 31, 2026, and our income tax expense or effective income tax rate.

Segment Information

The Company is engaged in the exploration and evaluation of its mineral properties. In accordance with ASC 280 – Segment Reporting, the Company has determined that it operates in one operating and reportable segment. Operating segments are defined as components of an entity where discrete financial information is evaluated regularly by the chief operating decision maker (CODM). This determination is based on the manner in which the CODM, identified as the Chief Executive Officer, makes operating decisions, allocates resources and assesses financial performance.

All activities are related to the exploration and evaluation of mineral properties, and the Company has not commenced commercial operations or generated revenues to date. Internal reporting and decision-making are performed, and all financial results are reviewed on a consolidated basis by the CODM, without differentiation by individual exploration property. The single segment constitutes all the consolidated entity, and the accompanying consolidated financial statements and the notes to the accompanying consolidated financial statements are representative of such amounts. For the nine months ended January 31, 2026 and 2025, the Company operated in one operating segment.

Recent Accounting Pronouncements

Accounting standards that have been issued or proposed by FASB that do not require adoption until a future date are not expected to have a material effect on the financial statements upon adoption. The Company does not discuss recent pronouncements that are not anticipated to have an effect on or are unrelated to its financial condition, results of operations, cash flows or disclosures.

In December 2023, FASB issued Accounting Standards Update 2023-09, Improvements to Income Tax Disclosures (“ASU 2023-09”). The standard enhances income tax disclosure requirements for all entities by requiring specified categories and greater disaggregation within the rate reconciliation table, disclosure of income taxes paid by jurisdiction, and providing clarification on uncertain tax positions and related financial statement impacts. ASU 2023-09 is effective for annual periods beginning after December 15, 2024. ASU 2023-09 allows entities to apply the amendment prospectively or elect retrospective application. The Company is currently assessing the impact of ASU 2023-09 on its annual disclosures.

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On November 4, 2024, the FASB issued ASU No. 2024-03 Subtopic 220-40 – Disaggregation of Income Statement Expenses (“ASU 2024-03”) to improve the disclosures about a public business entity’s expenses and address requests from investors for more detailed information about the types of expenses (including purchases of inventory, employee compensation, depreciation, amortization, and depletion) in commonly presented expense captions (such as cost of sales, SG&A, and research and development). ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, and interim periods beginning after December 15, 2027, and early adoption is permitted. ASU 2024-03 allows entities to apply the amendment prospectively or elect retrospective application. The Company is currently evaluating the impact the adoption of ASU 2024-03 may have on the Company’s consolidated financial statements.

On December 8, 2025, the FASB issued ASU 2025-11 – Interim Reporting (“ASU 2025-11”) which is intended to improve the navigability of the guidance in ASC 270, Interim Reporting, and clarify when it applies. Under the amendments, an entity is subject to ASC 270 if it provides interim financial statements and notes in accordance with GAAP. ASU 2025-11 also addresses the form and content of such financial statements, interim disclosures requirements, and establishes a principle under which an entity must disclose events since the end of the last annual reporting period that have a material impact on the entity. ASU 2025-11 is effective for interim reporting periods within annual reporting periods beginning after December 15, 2027 and early adoption is permitted. The Company is currently evaluating the impact the adoption of ASU 2025-11 may have on the Company’s consolidated financial statements.

On December 17, 2025, the FASB issued ASU 2025-12, Codification Improvements. The amendments in this update are to make other incremental improvements to GAAP and facilitate codification updates for a broad range of Topics arising from technical corrections, unintended application of the codification, clarifications, and other minor improvements. The resulting amendments are collectively referred to as Codification improvements. ASU 2025-12 is effective for all entities for annual reporting periods beginning after December 15, 2026, and interim reporting periods within those annual reporting periods. The Company is currently evaluating the impact the adoption of ASU 2025-12 may have on the Company’s consolidated financial statements.

NOTE 3 — GOING CONCERN

The accompanying unaudited condensed consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. As of January 31, 2026, the Company had cash of approximately \$36.1 million, working capital of approximately \$35.4 million, which consists primarily of cash, and an accumulated deficit of approximately \$105.3 million. The Company had a net loss and cash used in operating activities of approximately \$11.8 million and \$12.1 million, respectively, for the nine months ended January 31, 2026. As a result of the utilization of cash in its operating activities, and the development of its assets, the Company has incurred losses since it commenced operations. The Company’s primary source of operating funds since inception has been equity financings. As of the filing date of this Form 10-Q, the Company may have sufficient cash to fund its corporate activities and general and administrative costs and currently undertaken project activities related to permitting and engineering studies. However, in order to advance any of its projects past the aforementioned objectives the Company does not have sufficient cash and will need to raise additional funds. These matters raise substantial doubt about the Company’s ability to continue as a going concern for the twelve months following the issuance of these unaudited condensed consolidated financial statements.

The unaudited condensed consolidated financial statements do not include any adjustments relating to the recoverability and classification of asset amounts or the classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

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NOTE 4 — MINERAL RIGHTS

As of the dates presented, mineral properties consisted of the following:

	January 31, 2026	April 30, 2025
CK Gold Project	\$ 3,091,738	\$ 3,091,738
Keystone Project	1,028,885	1,028,885
Challis Gold Project	10,249,632	10,249,632
Total	<u>\$ 14,370,255</u>	<u>\$ 14,370,255</u>

NOTE 5 — PROPERTY AND EQUIPMENT

As of the dates presented, property and equipment consisted of the following:

	January 31, 2026	April 30, 2025
Site costs	\$ 203,320	\$ 203,320
Land	1,459,511	352,718
Building	817,311	-
Computer equipment	9,924	9,924
Vehicle	39,493	39,493
Total	2,529,559	605,455
Less: accumulated depreciation	(218,300)	(173,580)
Total	<u>\$ 2,311,259</u>	<u>\$ 431,875</u>

For the three months ended January 31, 2026 and 2025, depreciation expense amounted to \$20,084 and \$8,094, respectively, and for the nine months ended January 31, 2026 and 2025, depreciation expense amounted to \$44,720 and \$24,148, respectively, and was included in general and administrative expenses as reflected in the accompanying unaudited condensed consolidated statements of operations.

In September 2025, the Company acquired land and a building located in Cheyenne, Wyoming for a total purchase price of \$1,119,324 (the “Property Acquisition”).

Concurrent with the Property Acquisition, the Company entered into a one-year lease agreement (the “leaseback”) to lease the property back to the seller (the “seller-lessee”). Accordingly, the Company is the lessor (the “buyer-lessor”) in the leaseback arrangement. The leaseback is accounted for as an operating lease under ASC 842.

In accordance with ASC 842-40 (Sale and Leaseback Transactions), the Company evaluated and determined that the contractual leaseback payments are below market rent for comparable properties and terms. ASC 842-40 requires the adjustment of the purchase price of the underlying asset for any off-market terms of sale and leaseback transactions. A buyer-lessor should account for such difference as prepayment of rent by the seller-lessee, which should be recognized as lease income along with the contractual leaseback payments.

Accordingly, the acquired land and building is recorded at an adjusted cost of \$1,119,324 which consists of the purchase price of \$1,095,336 and the off-market adjustment of \$23,988 of deferred rent representing the value of the below-market leaseback terms. The deferred rent is presented within accounts payable and accrued liabilities on the Company’s condensed consolidated balance sheet and will be amortized to other income ratably over the one-year term of the lease agreement. During the three and nine months ended January 31, 2026, amortization of deferred rent amounted to \$5,997 and \$9,995, respectively, and was included in other income as reflected in the accompanying unaudited condensed consolidated statements of operations.

In January 2026, the Company acquired land located in Cheyenne, Wyoming for a total purchase price of \$804,780.

NOTE 6 — ASSET RETIREMENT OBLIGATION

In conjunction with various permit approvals permitting the Company to undergo exploration activities at the CK Gold and Keystone projects, the Company has recorded an ARO based upon the reclamation plans submitted in connection with the various permits. The following table summarizes activity in the Company’s ARO for the periods presented:

	January 31, 2026	April 30, 2025
Balance, beginning of period	\$ 338,421	\$ 307,657
Retired	-	-
Accretion expense	25,411	30,764
Balance, end of period	<u>\$ 363,832</u>	<u>\$ 338,421</u>

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For the three months ended January 31, 2026 and 2025, accretion expense amounted to \$8,567 and \$7,788 respectively, and for the nine months ended January 31, 2026 and 2025, accretion expense amounted to \$25,411 and \$23,111 respectively, and was included in general and administrative expenses as reflected in the accompanying unaudited condensed consolidated statements of operations.

NOTE 7 – OPERATING LEASE RIGHT-OF-USE ASSETS AND OPERATING LEASE LIABILITIES

On May 1, 2021, the Company entered into a lease agreement for a facility in Cheyenne, Wyoming. The initial term of the lease was for a two-year period from May 2021 to May 2023 starting with a monthly base rent of \$1,667. On January 30, 2023, the Company entered into a first lease amendment effective as of May 1, 2023, to extend this lease for a period of one year expiring April 30, 2024. On January 11, 2024, the Company entered into a second lease amendment effective as of May 1, 2024, to extend this lease for another period of one year expiring April 30, 2025, with an option to renew the lease for an additional one-year term. Under the second lease amendment, the monthly base rent was increased from \$1,768 to \$1,821 on May 1, 2024. On January 30, 2025, the Company entered into a third lease amendment effective as of May 1, 2025, to extend this lease for another period of one year expiring April 30, 2026, with an option to renew the lease for an additional one-year term. Under the third lease amendment, the monthly base increased from \$1,821 to \$1,876 on May 1, 2025. The Company accounted for the lease amendments as lease modifications under ASC 842. On January 30, 2023, the effective date of the first lease amendment, the Company recorded an adjustment to the right-of-use asset and lease liability in the amount of \$20,472 based on the net present value of lease payments discounted using an incremental borrowing rate of 8%. On January 11, 2024, the effective date of the second lease amendment, the Company recorded an adjustment to the right-of-use asset and lease liability in the amount of \$20,936 based on the net present value of lease payments discounted using an incremental borrowing rate of 8%. On January 30, 2025, the effective date of the third lease amendment, the Company recorded an adjustment to the right-of-use asset and lease liability in the amount of \$21,564 based on the net present value of lease payments discounted using an incremental borrowing rate of 8%.

On February 18, 2026, the Company entered into a fourth lease amendment effective as of May 1, 2026, to extend this lease for another period of one year expiring April 30, 2027, with an option to renew the lease for an additional one-year term. Under the fourth lease amendment, the monthly base will increase from \$1,876 to \$1,932 on May 1, 2026.

On September 1, 2021, the Company entered into a lease agreement for another facility in Cheyenne, Wyoming. The initial term of the lease was for a two-year period from September 2021 through August 2023. On October 18, 2023, the Company entered into a lease amendment effective as of September 1, 2023 and extended the lease for a period of two years expiring August 31, 2025. On September 1, 2023, the effective date of the amendment, the Company recorded an adjustment to the right-of-use asset and lease liability in the amount of \$72,672 based on the net present value of lease payments discounted using an incremental borrowing rate of 8%. On June 18, 2025, the Company entered into a second lease amendment effective as of September 1, 2025, to extend the lease for a period of two years expiring August 31, 2027. The Company will not have an option to renew the lease past August 31, 2027, unless agreed to by the lessor and the Company. Pursuant to the lease amendment, the monthly base rent will increase from \$3,265 to \$3,600. On June 18, 2025, the effective date of the second amendment, the Company recorded an adjustment to the right-of-use asset and lease liability in the amount of \$78,054 based on the net present value of lease payments discounted using an incremental borrowing rate of 9.95%.

During the three months ended January 31, 2026 and 2025, lease expense of \$20,244 and \$18,931, respectively, and during the nine months ended January 31, 2026 and 2025, lease expense of \$59,392 and \$56,793, respectively, was included in general and administrative expenses as reflected in the accompanying consolidated statements of operations.

Right-of- use assets are summarized below:

	January 31, 2026	April 30, 2025
Operating leases	\$ 68,597	\$ 34,410

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Operating Lease liabilities are summarized below:

	January 31, 2026	April 30, 2025
Operating lease, current portion	\$ 44,212	\$ 34,410
Operating lease, long term portion	24,384	-
Total lease liability	\$ 68,596	\$ 34,410

The weighted average remaining lease term for the operating leases is 1.47 years and the weighted average incremental borrowing rate is 9.79% at January 31, 2026.

The following table includes supplemental cash and non-cash information related to the Company's leases:

	Period ended January 31,	
	2026	2025
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating lease	\$ 47,943	\$ 45,776
Year ended April 30, 2026- remainder		16,428
Year ended April 30, 2027		43,200
Year ended April 30, 2028		14,400
Total		\$ 74,028
Less: imputed interest		(5,432)
Total present value of lease liability		\$ 68,596

The remaining minimum lease payments under non-cancelable operating leases at January 31, 2026 are as follows:

NOTE 8 — RELATED PARTY TRANSACTIONS

On November 25, 2024, the Company and Luke Norman Consulting Ltd. ("Norman Consulting"), an entity controlled by Luke Norman, who was appointed as a director of the Company on May 18, 2022, to provide services related to investor and strategic introductions for potential mergers and acquisitions and other potential and strategic relationships, entered into a consulting agreement (the "November 2024 Agreement") for an initial term of 12 months, which shall automatically renew for a successive 12-month period unless terminated by the Company. As compensation for services rendered by Norman Consulting to the Company in connection with the November 2024 Agreement, the Company pays Norman Consulting an annual consulting fee of \$250,000, which is paid in equal monthly installments. Effective, January 1, 2026, the annual consulting fee was increased to \$265,000. Additionally, Norman Consulting shall be entitled to receive payments upon the occurrence of a "transformative transaction" (as defined in the November 2024 Agreement). The Company also agreed to compensate Norman Consulting for its past services to the Company from March 2024 to October 2024 by (i) issuing 19,779 restricted shares of the Company's common stock to Norman Consulting and (ii) paying a lump-sum cash payment of \$65,000 to Norman Consulting. The Company paid consulting fees to Norman Consulting of \$313,750 and \$148,333 in cash during the three months ended January 31, 2026 and 2025, respectively, and \$438,750 and \$148,333 in cash during the nine months ended January 31, 2026 and 2025, respectively. The Company issued the 19,779 shares discussed above on June 26, 2025. Additionally, as of January 31, 2026, the Company recorded accounts payable and accrued expenses totaling \$141,324 due to Norman Consulting that was included in accounts payable and accrued liabilities.

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NOTE 9 — WARRANT LIABILITY

As of January 31, 2026 and April 30, 2025, the Company's warrant liabilities were valued at \$0 and \$11,631,100, respectively. Under the guidance in ASC 815-40, certain warrants did not meet the criteria for equity treatment. These warrants included a clause whereby the warrant holder may be entitled to receive a net cash settlement upon the completion of a "fundamental transaction." A fundamental transaction, as defined in the warrants, includes (a) any merger or consolidation by and between the Company and another Person, (b) the sale or other disposition by the Company of all or substantially all of its assets, (c) the completion of any tender offer or exchange offer pursuant to which the holders of greater than 50% of the Company's outstanding common stock has agreed to tender or exchange their securities, and (d) the consummation of a stock purchase agreement or other business combination whereby another Person acquires more than 50% of the outstanding shares of common stock of the Company. In the event of a fundamental transaction, the holder of the warrant has the right to require that the Company purchase the warrant from the holder by paying the holder an amount of cash equal to a valuation based on the Black-Scholes Option Pricing Model reflecting an expected volatility equal to the greater of 100% or the 100-day volatility as of the trading day immediately following the public announcement of the applicable fundamental transaction. This volatility input precludes the Company from applying equity accounting as the warrant holder could receive a net cash settlement value that is greater than a holder of the Company's common stock. Accordingly, the Company concluded that liability accounting was required.

The Company utilized a Monte Carlo Simulation model to estimate the fair values of the April 2023 and March 2022 warrants, which incorporated significant inputs that were not observable in the market, and thus represents a Level 3 measurement as defined in ASC 820. The unobservable inputs utilized for measuring the fair value of the contingent consideration reflect management's own assumptions about the assumptions that market participants would use in valuing the contingent consideration. The Company determined the fair value by using the below key inputs to the Monte Carlo Simulation Model.

As such, these warrants are recorded at fair value as of each reporting date with the change in fair value reported within other income in the accompanying consolidated statements of operations as "Change in fair value of warrant liability" until the warrants are exercised, expired or other facts and circumstances lead the warrant liability to be reclassified to stockholders' equity. In May 2025, the Company issued an aggregate of 870,000 shares of common stock upon the exercise of the 870,000 common stock purchase warrants and received proceeds of approximately \$5,359,200. Additionally, in May 2025, the Company issued an aggregate of 260,071 shares of common stock upon the cashless exercise of the 625,000 common stock purchase warrants. Therefore, the fair value of the warrant liability on the date of exercise of \$10,136,100 was reclassified into additional paid in capital in May 2025.

Measurement

The Company accounted for the 625,000 warrants issued on March 18, 2022 and the 870,000 warrants issued on April 10, 2023, in accordance with the guidance contained in ASC 815 "Derivatives and Hedging" whereby under that provision these warrants did not meet the criteria for equity treatment and were recorded as a liability. In May 2025, the fair value of the warrant liability on the date of exercise was reclassified into additional paid in capital (see above).

The key inputs for the warrant liability were as follows as of May 2, 2025 (the valuation date before the date of exercise):

Key Valuation Inputs

Expected term (years)		3.44
Annualized volatility		64.2%
Volatility if fundamental transaction occurs		100.00%
Risk-free interest rate		3.84%
Stock price	\$	9.99
Dividend yield		0.00%
Exercise price	\$	6.16
Probability of fundamental transaction		95%
Date of fundamental transaction		0.25 years to 3.44 years

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The key inputs for the warrant liability were as follows as of April 30, 2025:

Key Valuation Inputs

Expected term (years)		3.45
Annualized volatility		64.0%
Volatility if fundamental transaction occurs		100.00%
Risk-free interest rate		3.61%
Stock price	\$	10.97
Dividend yield		0.00%
Exercise price	\$	6.16
Probability of fundamental transaction		95%
Date of fundamental transaction		0.25 years to 3.45 years

The following table sets forth a summary of the changes in the fair value of the Level 3 warrant liability for the nine months ended January 31, 2026:

	Warrant Liability
Fair value as of April 30, 2025	\$ 11,631,100
Change in fair value	(1,495,000)
Reclassification into equity upon warrant exercise	(10,136,100)
Fair value as of January 31, 2026	\$ -

NOTE 10 — STOCKHOLDERS' EQUITY

As of January 31, 2026, authorized capital stock consisted of 200,000,000 shares of common stock, par value \$0.001 per share, and 50,000,000 shares of “blank check” preferred stock, par value \$0.001 per share, of which 1,300,000 shares are designated as Series A Convertible Preferred Stock, 400,000 shares are designated as Series B Convertible Preferred Stock, 45,002 shares are designated as Series C Convertible Preferred Stock, 7,402 shares are designated as Series D Convertible Preferred Stock, 2,500 shares are designated as Series E Convertible Preferred Stock, 1,250 shares are designated as Series F Preferred Stock, 127 shares are designated as Series G Preferred Stock, 106,894 shares are designated as Series H Preferred Stock, and 921,666 shares are designated as Series I Preferred Stock. The Company’s Board has the authority, without further action by the stockholders, to issue shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions granted to or imposed upon the preferred stock.

There were no shares of Preferred Stock outstanding as of January 31, 2026 and April 30, 2025.

Common Stock Issued for Cash

During August and September 2025, the Company issued 38,541 shares of its common stock pursuant to the Controlled Equity OfferingSM Sales Agreement, dated June 9, 2025, with Cantor Fitzgerald & Co., for gross proceeds of approximately \$523,276.

On December 23, 2025, the Company entered into a Securities Purchase Agreement with certain investors providing for the issuance and sale by the Company in a non-brokered private placement (the “Offering”) an aggregate of 1,922,159 shares of the Company’s common stock at a purchase price of \$16.25 per share and warrants to purchase up to 961,079 shares of common stock at an exercise price of \$23 per share (the “December 2025 Warrants”). Each of the December 2025 Warrants are exercisable from their date of issuance and have a term expiring two years after the issuance date. The aggregate gross proceeds from the Offering were \$31,235,084, before deducting legal and related offering expenses of \$62,947. The Offering closed on December 23, 2025.

Common Stock Issued for Exercise and Cashless Exercise of Stock Warrants

In May 2025, the Company issued an aggregate of 910,384 shares of common stock upon the exercise of 910,384 common stock purchase warrants and received proceeds of approximately \$5,682,272. Out of the 910,384 warrants exercised, 870,000 warrants were accounted for under warrant liability accounting (see Note 9).

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Additionally in May 2025, the Company issued an aggregate of 260,071 shares of common stock upon the cashless exercise of 625,000 common stock purchase warrants which were accounted for under warrant liability accounting (see Note 9).

In June 2025 and July 2025, the Company issued an aggregate of 128,000 shares of common stock upon the exercise of 128,000 common stock purchase warrants and received proceeds of approximately \$800,740.

Between August 2025 and October 2025, the Company issued an aggregate of 266,665 shares of common stock upon the exercise of 266,665 common stock purchase warrants and received proceeds of approximately \$1,864,970.

Additionally between August 2025 and October 2025, the Company issued an aggregate of 52,240 shares of common stock upon the cashless exercise of 105,000 common stock purchase warrants.

Between November 2025 and January 2026, the Company issued an aggregate of 146,034 shares of common stock upon the exercise of 146,034 common stock purchase warrants and received proceeds of \$1,892,193.

Common Stock Issued for Exercise and Cashless Exercise of Stock Options

In May 2025, the Company issued 1,726 shares of common stock upon the exercise of 1,726 stock options and received proceeds of approximately \$13,204. Additionally in May 2025, the Company issued 1,016 shares of common stock upon the cashless exercise of 3,453 stock options.

In September 2025, the Company issued 1,726 shares of common stock upon the exercise of 1,726 stock options and received proceeds of approximately \$13,204.

In January 2026, the Company issued 1,726 shares of common stock upon the exercise of 1,726 stock options and received proceeds of approximately \$13,204.

Common Stock Issuances, Restricted Stock Awards, and RSUs/DSUs Granted for Services

On June 26, 2025, the Company issued an aggregate of 4,998 shares of common stock to a consultant in connection with a consulting agreement for services rendered from October 2024 to May 2025. The 4,998 shares of common stock had a fair value of approximately \$40,000, or \$8 per share, based on the quoted trading prices on the respective monthly valuation dates, which was fully vested and expensed over each monthly service period from October 2024 to May 2025. In connection with this issuance, the Company reduced accrued liabilities by \$35,000 and recognized stock-based compensation of \$5,000 during the nine months ended January 31, 2026.

On June 26, 2025, the Company issued 7,272 shares of common stock to a consultant in connection with a consulting agreement for services to be rendered from March 2025 to March 2026. The 7,272 shares of common stock had a fair value of approximately \$60,000, or \$8.25 per share, based on the quoted trading price on the starting date of the consulting agreement. The Company reduced accrued liabilities by \$7,500, recognized stock-based compensation of \$45,000 during the nine months ended January 31, 2026 and recorded prepaid stock-based expense of \$7,500 at January 31, 2026 to be amortized over the term of the agreement.

On June 26, 2025, the Company issued 19,779 shares of common stock to a director of the Company for his past consulting services from March 2024 to October 2024 (see Note 8). Accordingly, the Company reduced accrued liabilities by \$151,309 at January 31, 2026.

On January 21, 2026, the Company issued an aggregate of 28,440 restricted stock units (RSUs) to certain officers and 7,673 RSUs to a director of the Company for future services. The aggregate of 36,113 RSUs had a fair value of \$694,816, or \$19.24 per share, based on the quoted trading price on the date of grants. The RSUs vests one year from the date of issuance.

On January 21, 2026, the Company issued an aggregate of 17,137 RSUs to various consultants for future services. The aggregate of 17,137 RSUs had a fair value of \$329,720 or \$19.24 per share of common stock based on the quoted trading price on the date of grant. The RSUs vests one year from the date of issuance.

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On January 21, 2026, the Company issued an aggregate of 24,937 deferred stock units (DSUs) to three directors and 6,138 DSUs to a consultant of the Company for future services. The 31,075 DSUs had a fair value of \$597,885 or \$19.24 per share, based on the quoted trading price on the date of grants, which was fully vested and expensed immediately.

Total stock-based compensation expense for awards issued for services was \$99,718 and \$932,230 for the three months ended January 31, 2026, and 2025, respectively, and total stock-based compensation expense for awards issued for services was \$210,253 and \$941,605 for the nine months ended January 31, 2026 and 2025, respectively. As of January 31, 2026, there were 85,683 unvested RSUs and 33,091 unvested DSUs outstanding, with a total unvested compensation expense of \$1,857,661 remaining to be expensed, which will vest upon the occurrence of certain conditions and related vesting terms. Additionally, there were 509,763 vested RSUs and 42,249 vested DSUs that had been awarded but had not yet been converted into common stock. In total, 586,461 RSUs and DSUs, both vested and unvested, remained outstanding as of January 31, 2026.

A summary of the changes in RSUs and DSUs outstanding during the nine months ended January 31, 2026 follows:

	Restricted and Deferred Stock Units	Weighted Average Grant-Date Fair Value Per Share
Balance at April 30, 2025	586,461	\$ 9.60
Granted	84,325	19.24
Vested and converted	-	-
Balance at January 31, 2026	670,786	\$ 10.81

Equity Incentive Plan

In August 2017, the Board approved the Company's 2017 Equity Incentive Plan (the "2017 Plan") including the reservation of 165,000 shares of common stock thereunder.

On August 6, 2019, the Board approved and adopted, subject to stockholder approval, the 2020 Stock Incentive Plan (the "2020 Plan"). The 2020 Plan initially reserved 330,710 shares for future issuance to officers, directors, employees and contractors as directed from time to time by the Compensation Committee of the Board. The 2020 Plan was approved by a vote of stockholders at the 2019 annual meeting. With the approval and effectivity of the 2020 Plan, no further grants will be made under the 2017 Plan. On August 31, 2020, the Board approved and adopted, subject to stockholder approval, an amendment (the "2020 Plan Amendment") to the 2020 Plan. The 2020 Plan Amendment increased the number of shares of common stock available for issuance pursuant to awards under the 2020 Plan by an additional 836,385, to a total of 1,167,095 shares of the Company's common stock. The 2020 Plan Amendment was approved by the Company's stockholders on November 9, 2020. On December 16, 2022, the Company's stockholders approved another amendment to the 2020 Plan increasing the number of shares of common stock available for issuance pursuant to awards under the 2020 Plan by an additional 1,252,476 shares, to a total of 2,419,571 shares of the Company's common stock.

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Stock options

The following is a summary of the Company's stock option activity during the nine months ended January 31, 2026:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Balance at April 30, 2025	458,670	\$ 6.86	3.77
Granted	109,588	19.24	5.00
Exercised	(8,631)	7.65	4.54
Forfeited	—	—	—
Cancelled	(2,500)	7.52	4.79
Balance at January 31, 2026	<u>557,127</u>	<u>9.28</u>	<u>3.39</u>
Options exercisable at end of period	<u>415,266</u>	<u>\$ 6.78</u>	
Options expected to vest	<u>141,861</u>	<u>\$ 16.60</u>	
Weighted average fair value of options granted during the period		<u>\$ 10.73</u>	

At January 31, 2026 and April 30, 2025, the aggregate intrinsic value of options outstanding and exercisable were \$4,699,560 and \$1,886,016, respectively.

On January 21, 2026, the Company granted an aggregate of 38,813 options to purchase the Company's common stock to certain officers and an employee of the Company. The options have a term of 5 years from the date of grant and are exercisable at an exercise price of \$19.24. The options vests one year from the date of issuance.

On January 21, 2026, the Company granted an aggregate of 57,079 options to purchase the Company's common stock to certain directors of the Company. The options have a term of 5 years from the date of grant and are exercisable at an exercise price of \$19.24. The options vest one year from the date of issuance.

On January 21, 2026, the Company granted 13,696 options to purchase the Company's common stock to various consultants of the Company. The options have a term of 5 years from the date of grant and are exercisable at an exercise price of \$19.24. The options vest one year from the date of issuance.

The Company used the Black-Scholes model to determine the fair value of stock options granted during the nine months ended January 31, 2026. In applying the Black-Scholes option pricing model to options granted, the Company used the following assumptions:

Risk-free interest rate	3.83%
Dividend yield	0.00%
Expected volatility	62%
Contractual and expected term (in years)	5.0
Forfeiture rate	0.00%

Stock-based compensation for stock options recorded in the unaudited condensed consolidated statements of operations totaled \$111,962 and \$997,496 for the three months ended January 31, 2026 and 2025, respectively, and \$271,454 and \$1,012,300 for the nine months ended January 31, 2026 and 2025, respectively. A balance of \$1,249,987 remains to be expensed over future vesting periods related to unvested stock options issued for services to be expensed over a weighted average period of 0.82 years.

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Stock-based expense for stock options were recorded in the following amounts as reflected in the unaudited condensed consolidated statements of operations:

	For the three months ended January 31, 2026	For the three months ended January 31, 2025
Compensation and related taxes — general and administrative	\$ 54,481	\$ 423,106
Professional and consulting fees	57,481	574,390
Total	\$ 111,962	\$ 997,496

	For the nine months ended January 31, 2026	For the nine months ended January 31, 2025
Compensation and related taxes — general and administrative	\$ 140,623	\$ 437,910
Professional and consulting fees	130,831	574,390
Total	\$ 271,454	\$ 1,012,300

Stock Warrants

A summary of the Company's outstanding warrants to purchase shares of common stock as of January 31, 2026, and the changes during the period are presented below:

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)
Balance at April 30, 2025	4,443,444	\$ 7.30	2.93
Granted	961,079	23.00	2.00
Exercised	(2,181,083)	6.76	1.89
Forfeited	—	—	—
Canceled	—	—	—
Total Warrants Outstanding at January 31, 2026	3,223,440	\$ 12.35	2.29
Warrants exercisable at end of period	3,223,440	\$ 12.35	2.29
Weighted average fair value of warrants granted during the period		\$ 23.00	

As of January 31, 2026, the aggregate intrinsic value of warrants outstanding and exercisable was \$21,518,651.

On December 23, 2025, the Company granted warrants to purchase up to 961,079 shares of common stock at an exercise price of \$23 per share in connection with a Securities Purchase Agreement with certain investors providing for the issuance and sale by the Company in a non-brokered private placement (see Note 10 – Common Stock Issued for Cash).

NOTE 11 — NET LOSS PER COMMON SHARE

Net loss per share of common stock is calculated in accordance with ASC 260, "Earnings Per Share". Basic loss per share is computed by dividing net loss available to common stockholder, by the weighted average number of shares of common stock outstanding during the period. The following were excluded from the computation of diluted shares outstanding as they would have had an anti-dilutive impact on the Company's net loss. In periods where the Company has a net loss, all dilutive securities are excluded.

	January 31, 2026	January 31, 2025
Common stock equivalents:		
Restricted and deferred stock units	670,786	586,461
Stock options	557,127	486,480
Stock warrants	3,223,440	4,788,112
Total	4,451,353	5,861,053

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NOTE 12 — COMMITMENTS AND CONTINGENCIES

Mining Leases

The CK Gold property position consists of two State of Wyoming Metallic and Non-metallic Rocks and Minerals Mining Leases: (1) State of Wyoming Mining Lease No. 0-40828, consisting of 640 acres, and (2) State of Wyoming Mining Lease No. 0-40858 consisting of 480 acres. These leases were assigned to the Company in July 2014 through the acquisition of the CK Gold Project. Leases to explore for or use natural resources are outside the scope of ASU 2016-02 “Leases”.

Lease 0-40828 was renewed in February 2023 for a ten-year term and Lease 0-40858 was renewed for a ten-year term in February 2024. Lease 0-40828 requires an annual payment of \$3.00 per acre starting with the year beginning February 2023 and Lease 0-40858 requires an annual payment of \$3.00 per acre starting with the year beginning February 2024. The Company paid yearly required minimum lease payments of \$3,360 in each of January 2025 and January 2026.

In connection with the Wyoming Mining Leases, production royalties of 2.1% of net receipts are required to be paid to the State of Wyoming, although once the project is in operation, the Board of Land Commissioners has the authority to reduce the royalty payable to the State of Wyoming.

The future minimum lease payments at January 31, 2026 under these mining leases are as follows, with each payment to be made in the fourth quarter of the respective fiscal years:

Fiscal 2027	\$	3,360
Fiscal 2028		3,360
Fiscal 2029		3,360
Fiscal 2030		3,360
Fiscal 2031		3,360
Fiscal 2032 and thereafter		4,800
	<u>\$</u>	<u>21,600</u>

The Company may renew each lease for a fourth term, which will require annual payments of \$4.00 per acre.

NPRC option:

Pursuant to the Merger, the Company acquired from NPRC a mineral property called Challis Gold located in Idaho pursuant to an option agreement dated in February 2020, which was later amended in June 2020. The Company paid the minimum royalty payment of \$25,000 in June 2024 for fiscal year 2025. The Company paid the minimum royalty payment of \$25,000 in June 2025 for fiscal year 2026.

The annual advance minimum royalty payments as of January 31, 2026, under the option agreement are as follows, with each payment to be made on the first anniversary of the effective date of the option agreement and continuing until the tenth anniversary:

Fiscal 2027	\$	25,000
Fiscal 2028		25,000
Fiscal 2029		25,000
Fiscal 2030		25,000
Fiscal 2031		25,000
Total	<u>\$</u>	<u>125,000</u>

100% of the advance minimum royalty payments will be applied to the royalty credits.

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Exploration Access and Option to Lease Agreement

On August 25, 2021 (“Effective Date”), the Company entered into an Exploration Access and Option to Lease Agreement (the “Agreement”) with a private-party landowner (the “Landowner”) whereby the Landowner granted the Company an option (the “Option”) to lease and right of way on a property located in Laramie County, Wyoming. The Company may exercise the Option for five years (“Option Term”) from the Effective Date. During the Option, the Landowner granted non-exclusive rights (the “Exploration Access Rights”) to the Company to use the surface of the property for an annual exploration and access right payment of \$10,000, thirty days after the effective date and each year on the anniversary of the Effective Date during the Option Term until such time the Option is exercised or expires. The Company is also required to pay an annual Option payment of \$35,780 for the lease and \$6,560 for the right of way within thirty days after the Effective Date and each year on the anniversary of the Effective Date during the Option Term until such time the Option is exercised by the Company or expires. The Company paid a total of \$42,340 for each of the periods ended on September 1, 2021, 2022, 2023, 2024 and 2025, pursuant to this Agreement.

At any time during the Option Term, the Company may exercise the Option by providing a written notice to the Landowner and the Company shall pay a one-time right-of-way payment of \$26,240 at closing and shall execute a lease agreement. The exclusive option to lease (the “Lease”) and right of way (the “Right of Way”) is for a term of ten years with the right to extend for an additional ten years and requires an annual lease payment of \$50,000, compensation for loss of grazing of \$40.00 per acre impacted land and annual Right of Way payments of \$13,120.

In consideration for the option rights, lease rights and Right of Way rights under this Agreement, the Company agreed to grant the Landowner shares of the Company’s common stock worth \$50,000, which shares will not vest, or be issued, until the Company executes the Lease. Currently, the Company has not executed the Lease.

At any time during the Option Term, the Company may terminate this Agreement by providing a written notice to the Landowner. Upon termination, the Landowner is entitled to retain any payments already made and the Company shall have no further obligation after the date of termination. The Agreement, including the Option and the Exploration Access Rights, may be extended for a period of five years upon written notice from the Company. In the absence of such notice, the Agreement shall automatically terminate at the end of the Option Term. Currently, the Company has not exercised the Option.

Legal Matters

From time to time the Company may be involved in claims and legal actions that arise in the ordinary course of business. To the Company’s knowledge, there are no material pending legal proceedings to which the Company is a party or of which any of the Company’s property is the subject.

NOTE 13 — SUBSEQUENT EVENTS

Warrant Exercises

In February 2026, the Company issued an aggregate of 32,857 shares of common stock upon the exercise of 32,857 common stock purchase warrants and received proceeds of approximately \$254,412.

Option Exercises

In February 2026, the Company issued an aggregate of 7,000 shares of common stock upon the exercise of 7,000 stock options and received proceeds of approximately \$35,140. Additionally in February 2026, the Company issued 1,093 shares of common stock upon the cashless exercise of 2,071 stock options.

Common Stock Issued for Services

On February 19, 2026, the Company issued an aggregate of 2,347 shares of common stock to a consultant in connection with a consulting agreement for services rendered from January 2025 to June 2025. The 2,347 shares of common stock had a fair value of approximately \$22,500, or \$10 per share, based on the quoted trading prices on the respective monthly valuation dates, which was fully vested and expensed over each monthly service period from January 2025 to June 2025.

On February 19, 2026, the Company issued an aggregate of 2,745 shares of common stock to a consultant in connection with a consulting agreement for services rendered from June 2025 to January 2026. The 2,745 shares of common stock had a fair value of approximately \$40,000, or \$15 per share, based on the quoted trading prices on the respective monthly valuation dates, which was fully vested and expensed over each monthly service period from June 2025 to January 2026.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The interim unaudited condensed consolidated financial statements included herein have been prepared by U.S. Gold Corp. (the "Company", "we", "us", or "our") without audit, pursuant to the rules and regulations of the SEC. Certain information and footnote disclosure normally included in interim unaudited consolidated financial statements prepared in accordance with U.S. GAAP, which are duplicate to the disclosures in the audited consolidated financial statements, have been omitted pursuant to such rules and regulations, although we believe that the disclosures are adequate to make the information presented not misleading. These interim unaudited condensed consolidated financial statements should be read in conjunction with the financial statements and notes thereto in the Form 10-K for the fiscal year ended April 30, 2025, filed with the SEC on July 29, 2025, as amended October 10, 2025.

In the opinion of management, all adjustments have been made consisting of normal recurring adjustments and consolidating entries, necessary to present fairly the unaudited interim condensed consolidated financial position of us and our subsidiaries as of January 31, 2026, the results of our unaudited interim condensed consolidated statements of operations and changes in stockholders' equity for the nine months ended January 31, 2026 and 2025. The results of unaudited interim condensed consolidated operations for the interim periods are not necessarily indicative of the results for the full year.

The preparation of interim unaudited condensed consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Forward-Looking Statements

In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. See "Forward-Looking Statements" above. Our results and the timing of selected events may differ materially from those anticipated in these forward-looking statements as a result of many factors, including the risk factors described in this report and in "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended April 30, 2025, as amended.

Overview

U.S. Gold Corp., formerly known as Dataram Corporation (the "Company," "we," "our," or "us"), was originally incorporated in the State of New Jersey in 1967 and was subsequently re-incorporated under the laws of the State of Nevada in 2016. Effective June 26, 2017, the Company changed its legal name to U.S. Gold Corp. from Dataram Corporation. On May 23, 2017, the Company merged with Gold King Corp. ("Gold King"), in a transaction treated as a reverse acquisition and recapitalization, and the business of Gold King became the business of the Company. We are a gold and precious metals exploration company pursuing exploration and development properties. We own certain mining leases and other mineral rights comprising the CK Gold Project in Wyoming, the Keystone Project in Nevada and the Challis Gold Project in Idaho. We have established an estimate of proven and probable mineral reserves under S-K 1300 at our CK Gold Project, where we are conducting exploration and pre-development activities, and all of our activities on our other properties are exploratory in nature.

Summary of Activities for the Three months ended January 31, 2026

During the three months ended January 31, 2026, we continued engineering studies towards the completion of a feasibility study for our CK Gold Project. We continue to enhance our understanding of the Keystone Project deposit in Nevada. Additionally, we focused on investor relations and awareness through the attendance at multiple mining investment conferences culminating with the completion of a financing in December 2025 for gross proceeds of \$31.2 million.

An overview of certain significant events follows:

- In November 2025, we announced that we entered into an agreement to acquire a 10-acre parcel of land in support of our 2026 development of the CK Gold Project. The transaction was completed in January 2026.
- In December 2025, we announced that we closed a private placement of 1,922,159 shares of our common stock at a price of \$16.25 per share (the "Offering Shares") and warrants to purchase 961,079 shares of our common stock at an exercise price of \$23.00 per share (the "Warrants"), pursuant to a securities purchase agreement entered into with certain investors, resulting in total gross proceeds of approximately \$31.2 million. The Warrants are immediately exercisable and will expire two years after the initial issuance date. Pricing of the Offering Shares was set based on the close price of our common shares on Monday, December 15, 2025 of \$16.91, representing an approximate 4% discount to the close price.

Results of Operations

For the three and nine months ended January 31, 2026 as compared to the three and nine months ended January 31, 2025:

Net Revenues

We are a development-stage company with no operations, and we did not generate any revenues for the three and nine month periods ended January 31, 2026 and 2025.

Operating Expenses

Total operating expenses for the three months ended January 31, 2026, as compared to the three months ended January 31, 2025, were approximately \$5,347,000 and \$5,090,000, respectively. The approximate \$256,000 increase in operating expenses for the three months ended January 31, 2026, as compared to the three months ended January 31, 2025, is comprised of (i) a decrease in compensation of approximately \$211,000 primarily due to a decrease in stock-based compensation related to RSUs, DSUs and stock option grants to officers and employees offset by increased bonuses to our officers and employees, (ii) a decrease of approximately \$308,000 in exploration expenses on our mineral properties due to the decrease in exploration activities and related consulting expenses at our CK Gold property during the three month period, (iii) an increase in professional and consulting fees of approximately \$609,000 primarily due to an increase in general strategic, permitting and engineering studies and consulting services of \$1,279,000, an increase in investor relation fees of approximately \$10,000, an increase in legal fees of approximately \$134,000, and an increase in accounting fees of approximately \$19,000, offset by decrease in stock-based consulting expenses of approximately \$306,000, and a decrease in director fees of approximately \$527,000 primarily due to decrease in stock-based director fees and (iv) an increase in general and administrative expenses of approximately \$167,000 due primarily to increases in advertising expenses of approximately \$64,000, public company expenses of approximately \$5,000, insurance expense of approximately \$15,000, depreciation of approximately \$12,000, travel, meals, and conferences expenses of approximately \$39,000 and office expenses of \$27,000.

Total operating expenses for the nine months ended January 31, 2026, as compared to the nine months ended January 31, 2025, were approximately \$13,540,000 and \$9,826,000, respectively. The approximate \$3,714,000 increase in operating expenses for the nine months ended January 31, 2026, as compared to the nine months ended January 31, 2025, is comprised of (i) a decrease in compensation of approximately \$26,000 primarily due to a decrease in stock-based compensation related to RSUs, DSUs and stock option grants to officers and employees offset by increased bonuses to our officers and employees, (ii) a decrease of approximately \$640,000 in exploration expenses on our mineral properties due to the decrease in exploration activities and related consulting expenses at our CK Gold property, (iii) an increase in professional and consulting fees of approximately \$3,253,000 primarily due to an increase in general strategic, permitting and engineering studies and consulting services of \$3,326,000, an increase in legal fees of approximately \$610,000, and an increase in accounting fees of approximately \$181,000, offset by the decrease in investor relation fees of approximately \$135,000, decrease in stock-based consulting expenses of approximately \$256,000, and a decrease in director fees of approximately \$473,000 primarily due to decrease in stock-based director fees and (iv) an increase in general and administrative expenses of approximately \$1,127,000 due primarily to increases in advertising expenses of approximately \$812,000, public company expenses of approximately \$43,000, insurance expense of \$29,000, depreciation of \$21,000, travel, meals, and conferences expenses of approximately \$154,000 and office expenses of \$66,000.

Loss from Operations

We reported loss from operations of approximately \$5,347,000 and \$5,090,000 for the three months ended January 31, 2026 and 2025, respectively, and approximately \$13,540,000 and \$9,826,000 for the nine months ended January 31, 2026 and 2025, respectively.

Other Income (Expense)

We reported other income (expense) of approximately \$63,000 and \$(1,272,000) for the three months ended January 31, 2026 and 2025, respectively, and approximately \$1,696,000 and \$(2,964,000) for the nine months ended January 31, 2026 and 2025, respectively.

We reported interest income of approximately \$57,000 and \$59,000 for the three months ended January 31, 2026 and 2025, respectively. We reported interest income of approximately \$191,000 and \$100,000 for the nine months ended January 31, 2026 and 2025, respectively.

We reported a change in fair value of warrant liability of approximately \$0 and \$(1,331,000) for the three months ended January 31, 2026 and 2025, respectively. We reported a change in fair value of warrant liability of approximately \$1,495,000 and \$(3,065,000) for the nine months ended January 31, 2026 and 2025, respectively.

Net Loss

We reported a net loss of approximately \$5,284,000 and \$6,362,000 for the three months ended January 31, 2026 and 2025, respectively, and approximately \$11,844,000 and \$12,790,000 for the nine months ended January 31, 2026 and 2025, respectively.

Liquidity and Capital Resources

The following table summarizes total current assets, liabilities and working capital at January 31, 2026, compared to April 30, 2025, and the changes between those periods:

	January 31, 2026	April 30, 2025	Increase (decrease)
Current Assets	\$ 36,779,906	\$ 8,895,398	\$ 27,884,508
Current Liabilities	\$ 1,381,510	\$ 879,953	\$ 501,557
Working Capital	\$ 35,398,396	\$ 8,015,445	\$ 27,382,951

As of January 31, 2026, we had working capital of \$35,398,396, as compared to working capital of \$8,015,445 as of April 30, 2025, an increase of \$27,382,951.

We are obligated to file annual, quarterly and current reports with the SEC pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"). In addition, the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley") and the rules subsequently implemented by the SEC and the Public Company Accounting Oversight Board have imposed various requirements on public companies, including requiring changes in corporate governance practices. We expect to spend between \$175,000 and \$250,000 in legal and accounting expenses annually to comply with our reporting obligations and Sarbanes-Oxley. These costs could affect profitability and our results of operations.

Our unaudited condensed consolidated financial statements are prepared using the accrual method of accounting in accordance with U.S. GAAP and have been prepared assuming that we will continue as a going concern, which contemplates the realization of assets and the settlement of liabilities in the normal course of business. For the nine months ended January 31, 2026 and 2025, we incurred net losses in the amounts of approximately \$11,844,000 and \$12,790,000, respectively. For the nine months ended January 31, 2026, cash used in operating activities was approximately \$12,132,000. As of January 31, 2026, we had cash of approximately \$36,088,000, working capital of approximately \$35,398,000, and an accumulated deficit of approximately \$105,251,000. Our primary source of operating funds since inception has been equity financings. As of January 31, 2026, we expect to have sufficient cash to fund our corporate activities, general and administrative costs, and currently undertaken project activities related to permitting and engineering studies over the next twelve months. However, in order to advance any of our projects past the aforementioned objectives, we do not have sufficient cash and will need to raise additional funds. These matters raise substantial doubt about our ability to continue as a going concern for the twelve months following the issuance of these financial statements.

Cash Used in Operating Activities

Net cash used in operating activities totaled approximately \$12,132,000 and \$7,153,000 for the nine months ended January 31, 2026 and 2025, respectively. Net cash used in operating activities during the nine months ended January 31, 2026, increased primarily due to the (i) increase in non-cash items of approximately \$6,028,000 as compared to the nine months ended January 31, 2025, primarily due to the change in fair value of warrant liability and decreased stock-based compensation, (ii) decrease in changes in operating assets and liabilities of approximately \$103,000 as compared to the nine months ended January 31, 2025, primarily due to changes in prepaid expenses and other current assets, reclamation bond deposit, and changes in accounts payable and accrued liabilities, and stock payable and (iii) decrease in net loss of approximately \$946,000 as compared to the nine months ended January 31, 2025.

Cash Used in Investing Activities

Net cash used in investing activities totaled approximately \$1,924,000 for the nine months ended January 31, 2026 primarily due to the purchase of land and a building located in Cheyenne, Wyoming as compared to \$6,158 during the prior period ended January 31, 2025 related to a purchase of equipment.

Cash Provided by Financing Activities

Net cash provided by financing activities totaled approximately \$41,975,000 for the nine months ended January 31, 2026 primarily due to proceeds received the sale of common stock of approximately \$31,695,000, exercise of warrants of approximately \$10,240,000, and exercise of stock options of approximately \$40,000. Net cash provided by financing activities totaled approximately \$10,723,000 for proceeds received from the sale of common stock of approximately \$10,147,000 and exercise of warrants of approximately \$576,000 for the nine months ended January 31, 2025.

Off-Balance Sheet Arrangements

As of January 31, 2026, we did not have, and do not have any present plans to implement, any off-balance sheet arrangements.

Recently Issued Accounting Pronouncements

See Note 2, Summary of Significant Accounting Policies, to the unaudited condensed consolidated financial statements for a summary of recently issued accounting pronouncements.

Critical Accounting Estimates

There have been no changes to our critical accounting estimates during the three months ended January 31, 2026. Critical accounting estimates made in accordance with our significant accounting policies are regularly discussed with the Audit Committee of the Company's board of directors. Our critical accounting estimates are discussed under "Critical Accounting Estimates" in our "Management's Discussion and Analysis of the Financial Condition and Results of Operations" included in Item 7, and our significant accounting policies are discussed in Note 2 to our consolidated financial statements thereto, included in our Annual Report on Form 10-K for the fiscal year ended April 30, 2025, filed with the SEC on July 29, 2025, as amended October 10, 2025.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As a smaller reporting company, we are not required to include disclosure under this item.

ITEM 4. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

Management, under the supervision and with the participation of the Company's Chief Executive Officer and Chief Financial Officer, is responsible for maintaining disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")). The term "disclosure controls and procedures," as defined in Rule 13a-15(e) under the Exchange Act means controls and other procedures that are designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including the Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

In designing and evaluating the Company's disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure controls and procedures also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Due to the previously disclosed late filing of Amendment No. 1 to the Company's Form 10-K for the fiscal year ended April 30, 2025 to disclose the Part III information, our management, including our Chief Executive Officer and Chief Financial Officer, concluded that our disclosure controls and procedures continued to not be effective as of January 31, 2026 as the Company continues to execute on its remediation plan as discussed below.

Remediation Plan and Status

As disclosed above, management, including the Company's Chief Executive Officer and Chief Financial Officer, has concluded that the Company's disclosure controls and procedures were not effective as of January 31, 2026, due to the late filing of Amendment No.1 to the Company's Form 10-K for the fiscal year ended April 30, 2025 to disclose the Part III information. To remediate the ineffectiveness of the Company's disclosure controls and procedures, the Company continues to formalize its processes with respect to identifying the filing deadlines for reports required to be filed under the Exchange Act, including, without limitation, developing disclosure controls and procedures specific to identifying and complying with filing deadlines and expanding training for personnel involved in the preparation and filing of reports required to be filed under the Exchange Act.

(b) Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II: OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

From time to time, we may be involved in claims and legal actions that arise in the ordinary course of business. To our knowledge, there are no material pending legal proceedings to which we are a party or of which any of our property is the subject.

Item 1A. RISK FACTORS.

As a smaller reporting company, we are not required to include disclosure under this item.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

During the quarter ended January 31, 2026, the Company issued an aggregate of 131,034 shares of common stock upon the exercise of 131,034 common stock purchase warrants and received proceeds of \$1,749,693.

The issuances of the above securities were deemed to be exempt from registration under the Securities Act of 1933, as amended (the "Securities Act") in reliance upon Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder, as transactions by an issuer not involving any public offering.

Item 3. DEFAULTS UPON SENIOR SECURITIES.

None.

Item 4. MINE SAFETY DISCLOSURES

Pursuant to Section 1503(a) of the Dodd-Frank Act and subpart 104 of Regulation S-K, issuers that are operators, or that have a subsidiary that is an operator, of a coal or other mine in the United States are required to disclose specified information about mine health and safety in their periodic reports. These reporting requirements are based on the safety and health requirements applicable to mines under the Federal Mine Safety and Health Act of 1977 (the "Mine Act") which is administered by the U.S. Department of Labor's Mine Safety and Health Administration ("MSHA"). During the three months ended January 31, 2026, the Company and its properties or operations were not subject to regulation by MSHA under the Mine Act and thus no disclosure is required under Section 1503(a) of the Dodd-Frank Act or subpart 104 of Regulation S-K.

Item 5. OTHER INFORMATION.

Insider Trading Arrangements and Policies

During the three months ended January 31, 2026, none of our directors or executive officers adopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” (as such terms are defined in Item 408 of Regulation S-K).

Item 6. EXHIBITS.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of Warrant (December 2025 Offering) (incorporated by reference to Exhibit 4.1 to the Form 8-K filed with the Securities and Exchange Commission on December 23, 2025)
10.1	Form of Restricted Stock Unit Award Agreement under the U.S. Gold Corp. 2020 Stock Incentive Plan
10.2	Form of Nonqualified Stock Option Agreement under the U.S. Gold Corp. 2020 Stock Incentive Plan
10.3	Form of Deferred Stock Unit Award Agreement under the U.S. Gold Corp. 2020 Stock Incentive Plan
10.4	Form of Securities Purchase Agreement (December 2025 Offering) (incorporated by reference to Exhibit 10.1 to the Form 8-K filed with the Securities and Exchange Commission on December 23, 2025)
10.5	Form of Registration Rights Schedule (December 2025 Offering) (incorporated by reference to Exhibit 10.2 to the Form 8-K filed with the Securities and Exchange Commission on December 23, 2025)
31.1	Rule 13a-14(a) Certification of Chief Executive Officer
31.2	Rule 13a-14(a) Certification of Chief Financial Officer
32.1*	Section 1350 Certification of Chief Executive Officer (Furnished not Filed)
32.2*	Section 1350 Certification of Chief Financial Officer (Furnished not Filed)
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Furnished herewith

SIGNATURES

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

U.S. GOLD CORP.

Date: March 16, 2026

By: /s/ George M. Bee
George M. Bee
Chief Executive Officer
(Principal Executive Officer)

Date: March 16, 2026

By: /s/ Eric Alexander
Eric Alexander
Chief Financial Officer
(Principal Financial and Accounting Officer)

RESTRICTED STOCK UNIT AWARD AGREEMENT
U.S. GOLD CORP.
AMENDED AND RESTATED 2020 STOCK INCENTIVE PLAN

1. Award of Restricted Stock Units. Pursuant to the U.S. Gold Corp. Amended and Restated 2020 Stock Incentive Plan, as amended (the "**Plan**"), for employees, officers, consultants, independent contractors, and non-employee Directors of U.S. Gold Corp., a Nevada corporation (the "**Company**"), the Company grants to [NAME] ("**Participant**") an Award under the Plan for [Number of Units] Restricted Stock Units (the "**Awarded Units**"), which may be converted into the number of Shares of the Company equal to the number of Restricted Stock Units, subject to the terms and conditions of the Plan and this Restricted Stock Unit Award Agreement (this "**Agreement**"). The "**Date of Grant**" of this Restricted Stock Unit Award is January 21, 2026. Each Awarded Unit shall be a notional or phantom interest, with the value of each Awarded Unit being equal to the Fair Market Value of a Share at any time.

2. Subject to Plan. This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee, as applicable, and communicated to the Participant in writing.

3. Vesting; Time of Delivery of Shares.

a. The Awarded Units shall become vested on the first anniversary of the Date of Grant, provided the Participant remains in continuous service with the Company or Affiliate through that date. Once vested, an Awarded Unit will be referred to herein as a "**Vested RSU**."

b. Subject to the provisions of the Plan and this Agreement (including Section 24 hereof), the Company shall convert the Vested RSUs into an equal number of whole Shares and shall deliver such Shares to the Participant or the Participant's personal representative as soon as administratively practicable following, and in no event later than sixty (60) days after, the first to occur of the following: (i) a "change in control event," or (ii) the Participant's "separation from service" (each as defined in regulations under Section 409A of the Code). Notwithstanding the foregoing, if Vested RSUs are to be settled in connection with a "change in control event," the Committee may elect to settle such Vested RSUs in cash rather than in Shares. In that case, the Company will pay to the Participant or the Participant's personal representative the Fair Market Value (determined as of the date of the "change in control event") of the number of Shares otherwise issuable hereunder. Any such change to the form of payment will not alter the time of payment hereunder.

4. Forfeiture of Awarded Units. Upon termination of the Participant's service with the Company or any Affiliate for any reason, any Awarded Units that are not then Vested RSUs shall be then forfeited. Upon termination of the Participant's service with the Company or any Affiliate for cause (as defined in any employment or similar service agreement between the Participant and the Company or an Affiliate, or in the absence of any such definition or agreement, then as determined in the Committee's discretion), the Participant shall be deemed to have forfeited all of the Participant's Awarded Units (including forfeiture of all Vested RSUs). Upon forfeiture, all of the Participant's rights with respect to the forfeited Awarded Units shall cease and terminate, without any further obligations on the part of the Company.

5. Who May Receive Converted Awarded Units. During the lifetime of the Participant, payment in respect of Vested RSUs may only be received by the Participant or his legal representative. If the Participant dies prior to the date his Vested RSUs are settled, as described in Section 3 above, payment in respect of such Vested RSUs may be received by any individual who is entitled to receive the property of the Participant pursuant to the applicable laws of descent and distribution.

6. No Fractional Shares. Awarded Units may be converted only with respect to whole Shares, and no fractional Shares shall be issued.

7. Nonassignability. The Awarded Units are not assignable or transferable by the Participant except by the laws of descent and distribution.

8. Rights as Stockholder. The Participant will have no rights as a stockholder with respect to any Shares issuable pursuant to this Agreement until the issuance of a certificate or certificates to the Participant or the registration of such Shares in the Participant's name. The Awarded Units shall be subject to the terms and conditions of this Agreement. Except as otherwise provided in Section 9 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates or the registration of such Shares in the Participant's name. The Participant, by his execution of this Agreement, agrees to execute any documents requested by the Company in connection with the issuance of the Shares.

9. Adjustment of Number of Awarded Units and Related Matters. The number of Shares covered by the Awarded Units shall be subject to adjustment in accordance with Section 4(c) of the Plan.

10. Specific Performance. The Participant acknowledges that remedies at law will be inadequate remedies for breach of this Agreement by Participant and consequently agrees that this Agreement shall be enforceable by the Company by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the Company under this Agreement.

11. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that the Company will not be obligated to issue any Shares to the Participant hereunder, if the issuance of such Shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any determination in this connection by the Company shall be final, binding, and conclusive. The obligations of the Company and the rights of the Participant are subject to all applicable laws.

12. Investment Representation. By execution of this Agreement, the Participant represents and warrants to the Company that all Shares which may be acquired hereunder will be acquired by the Participant for investment purposes for his own account and not with any intent for resale or distribution in violation of federal or state securities laws. Unless the Shares are issued to him in a transaction registered under the applicable federal and state securities laws, all certificates issued with respect to the Shares shall bear an appropriate restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable federal and state securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.

13. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for his review by the Company and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

14. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada (excluding any conflict of laws rule or principle of Nevada law that might refer the governance, construction, or interpretation of this agreement to the laws of another state).

15. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Affiliate, whether as an employee, officer, consultant, independent contractor, or Director, or to interfere with or restrict in any way the right of the Company or any Affiliate to discharge the Participant as an Eligible Person at any time.

16. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement, and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

17. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that are set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

18. Entire Agreement. This Agreement, together with the Plan, supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement, or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

19. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein.

20. Modification. No change or modification of this Agreement that adversely affects the Participant shall be valid or binding unless the change or modification is in writing and signed by the parties. Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan. The parties acknowledge and agree that the Company may change or modify this Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder, and that any such change or modification shall not be deemed to adversely affect the Participant.

21. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

22. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

23. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Participant, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

- a. Notice to the Company shall be addressed and delivered as follows:

U.S. Gold Corp.
1910 E. Idaho Street, Suite 102-Box 604
Elko, Nevada 89801
Attn: Eric Alexander
Email: ea@usgoldcorp.gold

- b. Notice to the Participant shall be addressed and delivered as set forth on the signature page.

24. Section 409A; Six Month Delay.

a. Notwithstanding anything herein to the contrary, in the case of settlement of Vested RSUs on account of any “separation from service” (other than death), if the Participant is a “specified employee” as defined in § 1.409A-1(i) of the final regulations under Section 409A of the Code, then solely to the extent required under Section 409A of the Code, the settlement of Vested RSUs hereunder will be delayed until the earlier of (i) the date which is six months and one day following the Participant’s “separation from service” or (ii) the date of death of the Participant.

b. Notwithstanding anything herein to the contrary, to the extent permitted by Treas. Reg. §1.409A-3(j)(4)(ix), the Committee may elect to terminate and liquidate the Awarded RSUs on an accelerated basis.

c. The Awarded Units are intended to be compliant with Section 409A of the Code and this Agreement should be interpreted accordingly. Nonetheless, the Company does not guarantee the tax treatment of the Awarded Units.

25. Tax Requirements. The Participant is hereby advised to consult immediately with his own tax advisor regarding the tax consequences of this Agreement. Unless the Company otherwise consents in writing to an alternative withholding method, the Company, or if applicable, any Affiliate (for purposes of this Section 25, the term “*Company*” shall be deemed to include any applicable Affiliate) shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Company may, in its sole discretion and prior to the date of settlement, require the Participant receiving payment in respect of Vested RSUs pay the Company the amount of any taxes that the Company is required to withhold in connection with the Participant’s income arising with respect to this Award. Arrangements for such payments shall be required to be made prior to the date on which such tax is required to be withheld. Such payment may be made by the Participant: (a) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon settlement of such Vested RSUs with a Fair Market Value equal to the amount of such taxes required to be withheld (subject to any limitations required by the Financial Accounting Standards Board’s ASC Topic 718 to avoid adverse accounting treatment); (b) delivering to the Company Shares, other than Shares issuable upon settlement of such Vested RSUs, with a Fair Market Value equal to the amount of such required tax withholdings; or (c) delivering cash to the Company in an amount that equals or exceeds the required tax withholding obligations of the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant or withhold a number of Shares to be delivered upon the settlement of the Vested RSUs with an aggregate Fair Market Value that equals the required tax withholding obligations of the Company.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

COMPANY:

U.S. Gold Corp.

By: _____
Name: Eric Alexander
Title: Chief Financial Officer

PARTICIPANT:

Name: _____
Address: _____

NONQUALIFIED STOCK OPTION AGREEMENT

U.S. GOLD CORP.
AMENDED AND RESTATED 2020 STOCK INCENTIVE PLAN

1. Grant of Option. Pursuant the U.S. Gold Corp. Amended and Restated 2020 Stock Incentive Plan, as amended (the “*Plan*”) for employees, officers, consultants, independent contractors, and non-employee Directors of U.S. Gold Corp., a Nevada corporation (the “*Company*”), the Company grants to [NAME] (the “*Participant*”) an option (the “*Stock Option*”) to purchase a total of [NUMBER OF OPTIONS] whole Shares of the Company (the “*Optioned Shares*”) at an “*Option Price*” equal to \$19.24 per share (being the Fair Market Value of a Share on the Date of Grant). The “*Date of Grant*” of this Stock Option is January 21, 2026. The “*Option Period*” shall commence on the Date of Grant and shall expire on the fifth (5th) anniversary of the Date of Grant, unless terminated earlier in accordance with Section 4 below. The Stock Option is a Nonqualified Stock Option that is intended to be exempt from the application of Section 409A of the Code. Nonetheless, the Company does not guarantee the tax treatment of the Stock Option.

2. Subject to Plan. The Stock Option and its exercise are subject to the terms and conditions of the Plan, and the terms of the Plan shall control in the event of any inconsistency with the provisions of this Nonqualified Stock Option Agreement (this “*Agreement*”). The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. The Stock Option is subject to any rules promulgated pursuant to the Plan by the Board or the Committee, as applicable, and communicated to the Participant in writing.

3. Vesting; Time of Exercise. Except as specifically provided in this Agreement, the Stock Option shall become vested and exercisable on the first anniversary of the Grant Date, provided the Participant remains in continuous service with the Company or an Affiliate through such date.

4. Term; Forfeiture. To the extent the unexercised portion of the Stock Option is not vested on the date the Participant ceases to be an employee, officer, non-employee Director, consultant, independent contractor, or advisor providing services to the Company or any Affiliate (a “*Service Provider*”), the Stock Option will terminate on that date. The unexercised portion of the Stock Option that is vested on such date will terminate at the first of the following to occur:

- a. 5 p.m. on the date the Option Period terminates;
- b. 5 p.m. on the date that is 90 days following the date on which the Participant ceases to be a Service Provider; or
- c. 5 p.m. on the date the Company causes any portion of the Stock Option to be forfeited pursuant to Section 7 hereof.

5. Who May Exercise. Subject to the terms and conditions set forth in Sections 3 and 4 above, during the lifetime of the Participant, the Stock Option may be exercised only by the Participant, or by the Participant’s guardian or personal or legal representative. If the Participant ceases to be a Service Provider due to his death prior to the earliest of the dates specified in Section 4 hereof, and the Participant has not exercised the entire vested portion of Stock Option as of the date of death, the following persons may exercise the vested portion of the Stock Option on behalf of the Participant at any time prior to the earliest of the dates specified in Section 4 hereof: the personal representative of his or her estate or the person who acquired the right to exercise the Stock Option by bequest or inheritance by reason of the death of the Participant, provided that the Stock Option shall remain subject to the other terms of this Agreement, the Plan, and all applicable laws, rules, and regulations.

6. No Fractional Shares. The Stock Option may be exercised only with respect to whole Shares, and no fractional Shares shall be issued.

7. Manner of Exercise. Subject to such administrative regulations as the Committee may from time to time adopt, the Stock Option may be exercised by the delivery of written notice to the Committee setting forth the number of Shares with respect to which the Stock Option is to be exercised and the date of exercise thereof (the "**Exercise Date**"), which shall be at least three (3) days after giving such notice unless an earlier time shall have been mutually agreed upon. On the Exercise Date, the Participant (or his legal representative) shall deliver to the Company consideration with a value equal to the total Option Price of the Shares to be purchased, payable as follows: (a) cash, check, bank draft, or money order payable to the order of the Company; (b) if the Company, in its sole discretion, so consents in writing, Shares owned by the Participant on the Exercise Date, valued at their Fair Market Value on the Exercise Date, and which the Participant has not acquired from the Company within six (6) months prior to the Exercise Date; (c) by requesting the Company withhold a number of Shares otherwise deliverable upon exercise of the Stock Option, which Shares have an aggregate Fair Market Value at the time of exercise equal to the aggregate Option Price then payable (*i.e.*, a cashless net exercise), and/or (d) in any other form of valid consideration that is acceptable to the Committee in its sole discretion.

Upon payment of all amounts due from the Participant, the Company shall cause certificates for the Shares then being purchased to be delivered to the Participant or registered in his name promptly after the Exercise Date. The obligation of the Company to deliver or register the Shares shall, however, be subject to the condition that, if at any time the Company shall determine in its discretion that the listing, registration, or qualification of the Stock Option or the Shares upon any securities exchange or inter-dealer quotation system or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary as a condition of, or in connection with, the Stock Option or the issuance or purchase of Shares thereunder, then the Stock Option may not be exercised in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not reasonably acceptable to the Committee.

If the Participant fails to pay for any of the Optioned Shares specified in such notice or fails to accept delivery thereof, that portion of the Participant's Stock Option and the right to purchase such Optioned Shares may be forfeited by the Participant.

8. Nonassignability. The Stock Option is not assignable or transferable by the Participant except by will or by the laws of descent and distribution.

9. Rights as Stockholder. The Participant will have no rights as a stockholder with respect to any of the Optioned Shares until the issuance of a certificate or certificates to the Participant or the registration of such Shares in the Participant's name. The Optioned Shares shall be subject to the terms and conditions of this Agreement. Except as otherwise provided in Section 10 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates. The Participant, by his execution of this Agreement, agrees to execute any documents requested by the Company in connection with the issuance of the Shares.

10. Adjustment of Number of Optioned Shares and Related Matters. The number of Shares covered by the Stock Option and the Option Prices thereof shall be subject to adjustment in accordance with Section 4(c) of the Plan.
11. Nonqualified Stock Option. The Stock Option shall not be treated as an Incentive Stock Option.
12. Voting. The Participant shall have no voting rights with respect to the Optioned Shares unless and until the Option Shares have been issued to Participant pursuant to Section 9, above, following exercise of this Stock Option.
13. Specific Performance. Participant acknowledges that remedies at law will be inadequate remedies for breach of this Agreement by Participant and consequently agrees that this Agreement shall be enforceable by the Company by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the Company under this Agreement.
14. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that he will not exercise the Stock Option granted hereby, and that the Company will not be obligated to issue any Shares to the Participant hereunder, if the exercise thereof or the issuance of such Shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any determination in this connection by the Company shall be final, binding, and conclusive. The obligations of the Company and the rights of the Participant are subject to all applicable laws, rules, and regulations.
15. Investment Representation. By execution of this Agreement, the Participant represents and warrants to the Company that all Shares which may be purchased hereunder will be acquired by the Participant for investment purposes for his own account and not with any intent for resale or distribution in violation of applicable securities laws. Unless the Shares are issued to him in a transaction registered under the applicable securities laws, all certificates issued with respect to the Shares shall bear an appropriate restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.
16. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for his review by the Company and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Stock Option subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

17. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada (excluding any conflict of laws rule or principle of Nevada law that might refer the governance, construction, or interpretation of this Agreement to the laws of another jurisdiction).

18. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Affiliate in any capacity, or to interfere with or restrict in any way the right of the Company or any Affiliate to discharge the Participant at any time.

19. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement, and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

20. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that is set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

21. Entire Agreement. This Agreement, together with the Plan, supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement, or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

22. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein.

23. Modification. No change or modification of this Agreement that adversely affects the Participant shall be valid or binding unless the change or modification is in writing and signed by the parties. Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan. The parties acknowledge and agree that the Company may change or modify this Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section 409A of the Code or any regulations or other guidance issued thereunder, and that any such change or modification shall not be deemed to adversely affect the Participant.

24. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

25. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

26. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Participant, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

- a. Notice to the Company shall be addressed and delivered as follows:

U.S. Gold Corp.
1910 E. Idaho Street, Suite 102-Box 604
Elko, Nevada 89801
Attn: Eric Alexander
Email: ea@usgoldcorp.gold

- b. Notice to the Participant shall be addressed and delivered as set forth on the signature page.

27. Tax Requirements. **The Participant is hereby advised to consult immediately with his own tax advisor regarding the tax consequences of this Agreement.** The Company or, if applicable, any Affiliate (for purposes of this Section 27, the term “*Company*” shall be deemed to include any applicable Affiliate), shall have the right to deduct from all amounts paid in cash or other form in connection with this Agreement, any federal, state, local, or other taxes required by law to be withheld in connection with the Plan and this Agreement. The Company may, in its sole discretion, also require the Participant to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Participant’s income arising with respect to the Stock Option. Such payments shall be required to be made when requested by the Company and may be required to be made prior to the delivery of any certificate representing Shares. Such payment may be made by the Participant: (a) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon exercise of the Stock Option with a Fair Market Value equal to the amount of such taxes required to be withheld (subject to any limitations required by the Financial Accounting Standards Board’s ASC Topic 718 to avoid adverse accounting treatment); (b) delivering to the Company Shares, other than Shares issuable upon exercise of the Stock Option, with a Fair Market Value equal to the amount of such required tax withholdings; or (c) delivering cash to the Company in an amount that equals the required tax withholding obligations of the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

COMPANY:

U.S. Gold Corp.

By: _____
Name: Eric Alexander
Title: Chief Executive Officer

PARTICIPANT:

By: _____
Name: [NAME]
Address: _____

DEFERRED STOCK UNIT AWARD AGREEMENT

U.S. GOLD CORP.
AMENDED AND RESTATED 2020 STOCK INCENTIVE PLAN

1. Award of Deferred Stock Units. Pursuant to the U.S. Gold Corp. Amended and Restated 2020 Stock Incentive Plan, as amended (the “*Plan*”), for employees, officers, consultants, independent contractors, and non-employee Directors of U.S. Gold Corp., a Nevada corporation (the “*Company*”), the Company grants to [NAME] (“*Participant*”) an Award under the Plan for [Number of Units] Deferred Stock Units (the “*Awarded Units*”), which may be converted into the number of Shares of the Company equal to the number of Deferred Stock Units, subject to the terms and conditions of the Plan and this Deferred Stock Unit Award Agreement (this “*Agreement*”). The “*Date of Grant*” of this Deferred Stock Unit Award is January 21, 2026. Each Awarded Unit shall be a notional or phantom interest, with the value of each Awarded Unit being equal to the Fair Market Value of a Share at any time.

2. Subject to Plan. This Agreement is subject to the terms and conditions of the Plan, and the terms of the Plan shall control to the extent not otherwise inconsistent with the provisions of this Agreement. The capitalized terms used herein that are defined in the Plan shall have the same meanings assigned to them in the Plan. This Agreement is subject to any rules promulgated pursuant to the Plan by the Board or the Committee, as applicable, and communicated to the Participant in writing.

3. Vesting: Time of Delivery of Shares. Except as set forth in Section 4 below, the Awarded Units that have been Service Satisfied pursuant to Section 3(b) shall be fully vested immediately upon the Participant’s Termination of Service (Awarded Units that are vested are “*Vested DSUs*”).

a. Subject to the provisions of the Plan and this Agreement, the Company shall convert the Vested DSUs into an equal number of whole Shares and shall deliver such Shares to the Participant or the Participant’s personal representative as soon as administratively practicable following, and in no event later than sixty (60) days after, a Termination of Service. For purposes of this Agreement, the term “*Termination of Service*” means the cessation of Participant’s service with the Company and its Affiliates for any reason. Notwithstanding the foregoing, if Vested DSUs are to be settled upon or following a Change in Control, the Committee may elect to settle such Vested DSUs in cash rather than in Shares. In that case, the Company will pay to the Participant or the Participant’s personal representative the Fair Market Value (determined as of the date of the event triggering settlement) of the number of Shares otherwise issuable hereunder. Any such change to the form of payment will not alter the time of payment hereunder.

b. The Awarded Units shall become “*Service Satisfied*” on the first anniversary of the Date of Grant, provided that Participant does not have a Termination of Service prior to such date.

4. Forfeiture of Awarded Units. Upon the Participant's Termination of Service for any reason, any Awarded Units that are not then Service Satisfied shall be forfeited and cancelled immediately. If the Participant's Termination of Service is for cause (as defined in any employment or similar service agreement between the Participant and the Company or an Affiliate, or in the absence of any such definition or agreement, then as determined in the Committee's discretion), the Participant shall be deemed to have forfeited all of the Participant's Awarded Units (including forfeiture of all Awarded Units that are Service Satisfied) and none of such Awarded Units shall become Vested DSUs. Upon forfeiture, all of the Participant's rights with respect to the forfeited Awarded Units shall cease and terminate, without any further obligations on the part of the Company.

5. Who May Receive Converted Awarded Units. During the lifetime of the Participant, payment in respect of Vested DSUs may only be received by the Participant or his legal representative. If the Participant dies prior to the date his Vested DSUs are settled as described in Section 3 above, payment in respect of such Vested DSUs may be received by any individual who is entitled to receive the property of the Participant pursuant to the applicable laws of descent and distribution.

6. No Fractional Shares. Awarded Units may be converted only with respect to whole Shares, and no fractional Shares shall be issued.

7. Nonassignability. The Awarded Units are not assignable or transferable by the Participant except by the laws of descent and distribution.

8. Rights as Stockholder. The Participant will have no rights as a stockholder with respect to any Shares issuable pursuant to this Agreement until the issuance of a certificate or certificates to the Participant or the registration of such Shares in the Participant's name. The Awarded Units shall be subject to the terms and conditions of this Agreement. Except as otherwise provided in Section 9 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of such certificate or certificates or the registration of such Shares in the Participant's name. The Participant, by his execution of this Agreement, agrees to execute any documents requested by the Company in connection with the issuance of the Shares.

9. Adjustment of Number of Awarded Units and Related Matters. The number of Shares covered by the Awarded Units shall be subject to adjustment in accordance with Section 4(c) of the Plan.

10. Specific Performance. The Participant acknowledges that remedies at law will be inadequate remedies for breach of this Agreement by Participant and consequently agrees that this Agreement shall be enforceable by the Company by specific performance. The remedy of specific performance shall be cumulative of all of the rights and remedies at law or in equity of the Company under this Agreement.

11. Participant's Representations. Notwithstanding any of the provisions hereof, the Participant hereby agrees that the Company will not be obligated to issue any Shares to the Participant hereunder, if the issuance of such Shares shall constitute a violation by the Participant or the Company of any provision of any law or regulation of any governmental authority. Any determination in this connection by the Company shall be final, binding, and conclusive. The obligations of the Company and the rights of the Participant are subject to all applicable laws.

12. Investment Representation. By execution of this Agreement, the Participant represents and warrants to the Company that all Shares which may be acquired hereunder will be acquired by the Participant for investment purposes for his own account and not with any intent for resale or distribution in violation of applicable securities laws. Unless the Shares are issued to him in a transaction registered under applicable securities laws, all certificates issued with respect to the Shares shall bear an appropriate restrictive investment legend and shall be held indefinitely, unless they are subsequently registered under the applicable securities laws or the Participant obtains an opinion of counsel, in form and substance satisfactory to the Company and its counsel, that such registration is not required.

13. Participant's Acknowledgments. The Participant acknowledges that a copy of the Plan has been made available for his review by the Company and represents that he is familiar with the terms and provisions thereof, and hereby accepts this Award subject to all the terms and provisions thereof. The Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Committee or the Board, as appropriate, upon any questions arising under the Plan or this Agreement.

14. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada (excluding any conflict of laws rule or principle of Nevada law that might refer the governance, construction, or interpretation of this agreement to the laws of another jurisdiction).

15. No Right to Continue Service or Employment. Nothing herein shall be construed to confer upon the Participant the right to continue in the employ or to provide services to the Company or any Affiliate, whether as an employee, officer, consultant, independent contractor, or Director, or to interfere with or restrict in any way the right of the Company or any Affiliate to discharge the Participant as an Eligible Person at any time.

16. Legal Construction. In the event that any one or more of the terms, provisions, or agreements that are contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect for any reason, the invalid, illegal, or unenforceable term, provision, or agreement shall not affect any other term, provision, or agreement that is contained in this Agreement, and this Agreement shall be construed in all respects as if the invalid, illegal, or unenforceable term, provision, or agreement had never been contained herein.

17. Covenants and Agreements as Independent Agreements. Each of the covenants and agreements that are set forth in this Agreement shall be construed as a covenant and agreement independent of any other provision of this Agreement. The existence of any claim or cause of action of the Participant against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements that are set forth in this Agreement.

18. Entire Agreement. This Agreement, together with the Plan, supersedes any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and constitute the sole and only agreements between the parties with respect to the said subject matter. All prior negotiations and agreements between the parties with respect to the subject matter hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement or the Plan and that any agreement, statement, or promise that is not contained in this Agreement or the Plan shall not be valid or binding or of any force or effect.

19. Parties Bound. The terms, provisions, and agreements that are contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns, subject to the limitation on assignment expressly set forth herein.

20. Modification. No change or modification of this Agreement that adversely affects the Participant shall be valid or binding unless the change or modification is in writing and signed by the parties. Notwithstanding the preceding sentence, the Company may amend the Plan to the extent permitted by the Plan.

21. Headings. The headings that are used in this Agreement are used for reference and convenience purposes only and do not constitute substantive matters to be considered in construing the terms and provisions of this Agreement.

22. Gender and Number. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

23. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered only when actually received by the Company or by the Participant, as the case may be, at the addresses set forth below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

- a. Notice to the Company shall be addressed and delivered as follows:

U.S. Gold Corp.
1910 E. Idaho Street, Suite 102-Box 604
Elko, Nevada 89801
Attn: Eric Alexander
Email: ea@usgoldcorp.gold

- b. Notice to the Participant shall be addressed and delivered as set forth on the signature page.

24. Tax Requirements. The Participant is hereby advised to consult immediately with his own tax advisor regarding the tax consequences of this Agreement. Unless the Company otherwise consents in writing to an alternative withholding method, the Company, or if applicable, any Affiliate (for purposes of this Section 24, the term “*Company*” shall be deemed to include any applicable Affiliate) shall have the right to deduct from all amounts paid in cash or other form in connection with the Plan, any federal, state, local, or other taxes required by law to be withheld in connection with this Award. The Company may, in its sole discretion and prior to the date of settlement, require the Participant receiving payment in respect of Vested DSUs to pay the Company the amount of any taxes that the Company is required to withhold in connection with the Participant’s income arising with respect to this Award. Arrangements for such payments shall be required to be made prior to the date on which such tax is required to be withheld. Such payment may be made by the Participant: (a) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon settlement of such Vested DSUs with a Fair Market Value equal to the amount of such taxes required to be withheld (subject to any limitations required by the Financial Accounting Standards Board’s ASC Topic 718 to avoid adverse accounting treatment); (b) delivering to the Company Shares, other than Shares issuable upon settlement of such Vested DSUs with a Fair Market Value equal to the amount of such required tax withholdings; or (c) delivering cash to the Company in an amount that equals or exceeds the required tax withholding obligations of the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, withhold any such taxes from any other cash remuneration otherwise paid by the Company to the Participant or withhold the number of Shares to be delivered upon the settlement of the Vested DSUs with an aggregate Fair Market Value that equals the required tax withholding obligations of the Company.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]*

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and the Participant, to evidence his consent and approval of all the terms hereof, has duly executed this Agreement, as of the date specified in Section 1 hereof.

COMPANY:

U.S. Gold Corp.

By: _____
Name: Eric Alexander
Title: Chief Executive Officer

PARTICIPANT:

By: _____
Name: [NAME]
Address: _____

Rule 13a-14(a) Certification

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, George M. Bee, certify that:

1. I have reviewed this quarterly report on Form 10-Q of U.S. Gold Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 16, 2026

/s/ George M. Bee

George M. Bee,
Chief Executive Officer
(Principal Executive Officer)

Rule 13a-14(a) Certification

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Eric Alexander, certify that:

1. I have reviewed this quarterly report on Form 10-Q of U.S. Gold Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 16, 2026

/s/ Eric Alexander

Eric Alexander
Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the Quarterly Report of U.S. Gold Corp., a Nevada corporation (the "Company"), on Form 10-Q for the fiscal quarter ended January 31, 2026, as filed with the Securities and Exchange Commission (the "Report"), George M. Bee, Chief Executive Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 16, 2026

/s/ George M. Bee

George M. Bee
Chief Executive Officer
(Principal Executive Officer)

[A signed original of this written statement required by Section 906 has been provided to U.S. Gold Corp. and will be retained by U.S. Gold Corp. and furnished to the Securities and Exchange Commission or its staff upon request.]

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)**

In connection with the Quarterly Report of U.S. Gold Corp., a Nevada corporation (the "Company"), on Form 10-Q for the fiscal quarter ended January 31, 2026, as filed with the Securities and Exchange Commission (the "Report"), Eric Alexander, Principal Financial and Accounting Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 16, 2026

/s/ Eric Alexander

Eric Alexander

Chief Financial Officer

(Principal Financial and Accounting Officer)

[A signed original of this written statement required by Section 906 has been provided to U.S. Gold Corp. and will be retained by U.S. Gold Corp. and furnished to the Securities and Exchange Commission or its staff upon request.]
