

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Private and Confidential

Delivered

FTI Consulting Canada Inc.
In its capacity as Receiver of
Inca One Gold Corp.
Suite 1450, 701 West Georgia St. Vancouver, BC
V7Y 1B6 (the “**Receiver**”)

Attention: Mike Clark and Tessa Chiricosta
Email: mike.clark@fticonsulting.com and tessa.chiricosta@fticonsulting.com

December [], 2024

Confidentiality Agreement

Dear Sir/Madam:

[Insert Name] (“we” or “us”) have expressed an interest in reviewing information regarding Inca One Gold Corp. (the “**Company**” or “you”) in connection with the sales and investment solicitation process (the “**SISP**”) in the Company’s receivership proceedings. In order to assist us in evaluating the opportunities presented by the SISP (the “**Opportunity**”), we understand that the Company will be in a position to provide us with certain information concerning the Company’s and its subsidiaries’ businesses. We agree that certain information provided to us by the Company will be of a confidential nature. In consideration of your furnishing such information we agree with you, as follows:

1. "Confidential Information" in this Agreement shall include without limitation any and all material and information of the Company and/or its subsidiaries which is confidential and/or proprietary in nature and which has or will come into our possession or knowledge relating to or based upon the operation or business of the Company and/or its subsidiaries including without limitation:
 - a. all information supplied or made available to us or our Representatives (as defined below) of whatever nature or form pursuant to this Agreement including by not limited to:
 - i. any information relating to the finances, sales, marketing plans, contracts, sales pipeline, threats and/or vulnerability of the Company and/or its subsidiaries;
 - ii. any design, process, procedure, computer program owned by or licensed to the Company and/or its subsidiaries;

- iii. information relating to the personnel, affiliates, shareholders, clients, customers and suppliers of the Company and/or its subsidiaries, including personal information (as defined by applicable law);
- iv. information relating to the method of operation, special techniques, know-how, corporate image, corporate vision, planning documents, strategy papers, status reports, pricing product and/or service offerings, product and service ideas, techniques, results of research, training manuals and operation manuals;
- v. the results of any testing, any findings, any issues or any reports generated;
- vi. any of Company's and/or its subsidiaries' patents, copyrights, trade secrets, processes, techniques, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, written materials, compositions, drawings, diagrams, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever;
- vii. any information relating to the activities and operation of the Company and/or its subsidiaries; and
- viii. any information related to the Opportunity and the terms and conditions contained herein,

but not including information which:

- a. is or becomes generally available to the public other than as a result of breach by us or our Representatives in breach of this Agreement;
 - b. is or becomes available to us or our Representatives on a non-confidential basis from a source other than the Company provided that such source is not known by us or our Representatives to be bound by any obligation of confidentiality owing to the Company or its representatives; or
 - c. is independently developed by us or our Representatives (as defined below) without reference to the Confidential Information.
2. Subject to section 4, we acknowledge that the Company agrees to furnish the Confidential Information to us solely for the purpose of assisting us in considering the possibility of a transaction within the SISP and we agree that we shall not use the Confidential Information for any purpose whatsoever, other than evaluating the opportunity and making or negotiating such an offer. We agree that we shall not use the Confidential information in any way that is in any way directly or indirectly detrimental to the Company. For greater certainty, we and our Representatives (as defined below) will not use the Confidential Information in carrying on our business or that of any affiliate, and will not disclose the Confidential Information to any competitor or any other person, firm, corporation or organization without the Company's prior written consent except as specifically contemplated herein.

3. We acknowledge that the Confidential Information is the Company's and/or its subsidiaries' property and is confidential and material to the Company's and/or its subsidiaries' interests, business and affairs and that disclosure thereof may be detrimental to such interests, business and affairs. Accordingly, we agree that we will maintain the confidentiality of the Confidential Information.
4. Notwithstanding Section 2, but subject to Section 5, the Confidential Information or part thereof may be disclosed to and used by our affiliates and our and their respective employees, contractors, officers, directors, members, managers, partners, advisers (including financial advisers, counsel and accountants), financing sources and professional consultants, and their respective affiliates, and partners and co-investors, and their respective affiliates (collectively, our "**Representatives**") to the extent that it is bona fide necessity for the purpose of evaluating the Company and the Opportunity. For the avoidance of doubt, no affiliate of ours or portfolio company thereof shall be deemed to be in receipt of any Confidential Information or involved with our or our Representatives' evaluation of or participation with the Opportunity solely because an employee or Representative of ours who is involved in evaluating the Opportunity or who is in possession of Confidential Information is also an officer, director or other agent of such portfolio company or affiliate provided that such person does not disclose Confidential Information or knowledge of the Opportunity to any other employee of such portfolio company or affiliate.
5. We will take commercially reasonable steps to minimize the risk of disclosure of the Confidential Information, by ensuring that:
 - a. only persons whose duties require them to process the Confidential Information will have access thereto, and they will be instructed and required to treat the Confidential Information as confidential in accordance with the terms of this Agreement;
 - b. proper and secure storage is provided for all written Confidential Information. We will (and will instruct our Representatives to) treat and maintain the Confidential Information in a manner that is at least as protective against unauthorized disclosure and use as the manner in which we and the Representatives treat and maintain our confidential information of a similar nature in the ordinary course of business;
 - c. unnecessary copies of the Confidential Information will not be made or distributed or permitted or caused to be made or distributed;
 - d. we will comply with the *Personal Information protection and Electronic Documents Act* (Canada) and any similar provincial legislation governing the protection of personal information in the private sector applicable to us and the Companies and in the course of collecting, using and disclosing personal information in connection with the Opportunity; and
- c. we will not disclose either the fact that discussions regarding this sales process are taking place or the status thereof to any person other than permitted persons as specifically identified hereunder for any reason whatsoever unless:

- i. upon the advice of our counsel, disclosure is required under applicable law, rule, regulation, or court order or order by regulatory body;
 - ii. any securities commission, stock exchange or other regulatory body having jurisdiction requires disclosure; or
 - iii. disclosure is required to be made by us pursuant to due legal process,

(items (i)-(iii) above, collectively, “**Law**”)
6. In the event that we or anyone to whom we transmit the Confidential Information pursuant to this Agreement becomes compelled by Law to disclose any of the Confidential Information (including in order not to commit a violation of Law), we will, except in the case of a routine regulatory investigation or inquiry not specifically targeting the Confidential Information, to the extent permitted by law take commercially reasonable steps to provide the Company with prompt notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement . In the event that either such protective order or other remedy is not obtained or the Company waives compliance with provisions of this Agreement, we will take commercially reasonable steps to furnish only that portion of the Confidential Information which is required by Law (upon the advice of counsel).
7. Except as otherwise specified herein, or agreed to in writing between us and the Company, this Agreement shall terminate on the earlier of (a) the date of the completion of a transaction for the purchase of property of, or related to, or an investment in, the Company, provided that we are party such transaction; and (b) the date that is one year from the date of this Agreement.
8. Notwithstanding section 7, we shall not, directly or indirectly, for a period of one year from the date of this Agreement, without the Company’s prior written consent, solicit the employment of any senior management employee employed by the Company at the time of such solicitation (whether such person is so employed at the date of this Agreement or at any time thereafter) to leave such employ or offer to employ or employ such employee; provided that the foregoing limit shall not apply to (i) general solicitations not targeted to employees of the Company, (ii) any such employee who has been terminated by the Company or was already in employment discussions with us prior to the date of this Agreement, or (iii) employees who come to us on their own accord.
9. We acknowledge that neither the Company nor the Receiver nor their agents, directors, officers, employees, representatives, consultants and advisors, including any accountants, or counsel make any representation or warranty as to the Confidential Information or any other information provided to us or its completeness or accuracy, and neither the Company nor its agents or advisors shall be liable to us as a result of our use of such Confidential Information or other information.
10. We will be responsible for any breach of this Agreement caused by us or our Representatives, unless such Representatives enter into a confidentiality agreement directly with the Company.

We shall take all reasonable measures, at our sole expense, to restrain our Representatives from making unauthorized disclosure or use of the Confidential Information.

11. We acknowledge and agree that the Company may be damaged if any provision of this Agreement were not performed by us or our Representatives (to the extent a provision hereof is applicable to our Representatives) in accordance with its terms. Accordingly, the Company shall be entitled to seek an injunction or injunctions to prevent breaches of any of the provisions of this Agreement by an action instituted in a court having jurisdiction. These specific remedies are in addition to any other remedy to which the Company may be entitled at law or in equity.
12. The Confidential Information together with any copies thereof will be destroyed promptly upon request. That portion of the Confidential Information which consists of analyses, compilations, studies, or other documents prepared by us, our agents, or our employees, shall be either held by us and kept confidential subject to the terms of this Agreement or promptly destroyed, and we shall confirm this to the Company in writing. Notwithstanding any term herein, neither we nor our Representatives shall be required to return or destroy any Confidential Information (a) that has been prepared for or incorporated into materials prepared for the approval of a transaction by our or our Representatives' board of directors or any committee thereof; or (b) which has been retained (i) as a result of an automated electronic back-up or archival system used by us or our Representatives in the ordinary course of business, or (ii) to comply with law, rule, regulation, or our or our Representatives' internal record retention policies and procedures, it being expressly understood and agreed that any information so retained shall remain subject to the terms of this Agreement.
13. Any notice required or permitted to be given under this Agreement shall be given by letter addressed Private and Confidential to the Company and sent to:

FTI Consulting Canada Inc.
In its capacity as Receiver of
Inca One Gold Corp.
Suite 1450, 701 West Georgia St. Vancouver, BC
V7Y 1B6 (the "**Receiver**")

Attention: Tom Powell, Mike Clark

and personally delivered to such address or delivered via overnight carrier. Any notice personally delivered as aforesaid shall be deemed to have been received on the date of delivery. Either of us may change our address for service of notice or the person to whom such notice shall be directed from time to time by notice given in accordance with the foregoing.

14. Other than the matters addressed herein, this Agreement does not constitute a legally binding agreement to conduct or continue discussions or to execute any definitive agreements regarding any business transaction, nor to consummate any business transaction and either Party may terminate the discussions at any time for any reason or for no reason.

15. Neither party may assign this Agreement or any of its rights hereunder, whether in whole or in part, without the prior written consent of the other party.

16. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Yours very truly,

By:

Name:

Title:

Company:

Date:

Agreed and Accepted:

By:

Name:

Title:

Company: FTI Consulting Canada Inc, in its capacity as Receiver of Inca One Gold Corp. and not in its personal or corporate capacity

Date:

