

Inca One Gold Corp.

Insider Trading Policy

1.0 Introduction

The Board of Directors (the “**Board**”) of Inca One Gold Corp. (“**Inca One**”)¹ has determined that Inca One should formalize its policy on securities trading by directors, senior executives and employees and other Insiders in accordance with applicable securities laws and regulations. Unless otherwise stated, all defined terms used in this Policy have the meaning set out in Schedule “A”.

2.0 Objective of the Policy

Trading while in possession of material non-public information, and informing others of such material non-public information, is a violation of securities, corporations and criminal laws. The purpose of this Insider Trading Policy (the “**Policy**”) is to provide guidelines and restrictions applicable to: (i) trading in Securities of Inca One; and (ii) communication of Material Non-Public Information (as defined in section 6.1).

The guidelines set out in this Policy supplement those set out in Inca One’s “Corporate Disclosure Policy”.

3.0 Application of the Policy

This Policy applies to all Insiders of Inca One, and any person who receives Material Non-Public Information from any such Insider in respect of trading in Securities of Inca One (including shares, convertible securities, options, restricted share units and other securities as defined in Schedule “A” to this Policy).

4.0 Communication of the Policy

Copies of this Policy are made available to directors, officers, employees and consultants, either directly or by posting of the Policy on the Inca One website at www.incaone.com. All directors, officers and employees will be informed whenever significant changes are made. New directors, officers, employees and consultants will be provided with a copy of this Policy.

5.0 Administrative Responsibility

The Chief Financial Officer of Inca One will act as the compliance officer (the “**Compliance Officer**”) for this Policy, and shall be responsible for its day to day administration, as well as

¹ The Policy applies to Inca One and each of its subsidiaries. Accordingly, the Policy will refer to Inca One Gold Corp. and its subsidiaries collectively, as “Inca One”.

monitoring and enforcing compliance with this Policy. The Compliance Officer may designate one or more individuals to assist in the administration of this Policy.

6.0 Specific Policies

6.1 Material Non-Public Information

Material Non-Public information of Inca One is Material Information (as defined in Schedule "B"), which has not been "**Generally Disclosed.**" In order to be "Generally Disclosed," information must:

- (a) consist of readily observable matter;
- (b) be disseminated to the public by way of a news release together with the passage of a reasonable amount of time for the public to analyze the information; and
- (c) have been made known in a manner that would, or would be reasonably likely to, bring it to the attention of persons who commonly invest in Securities of a kind whose price might be affected by the information and, since it was made known, a reasonable period for it to be disseminated among such persons has elapsed.

Unless otherwise advised that the period is longer or shorter, for the purposes of paragraphs 6.1(b) and 6.1(c), a reasonable amount or reasonable period of time will have passed at the close of business on the second day on which the TSX Venture Exchange is open for trading ("**Trading Day**"), after the Material Non-Public Information has been Generally Disclosed.

Any person, who has knowledge of Material Non-Public Information with respect to Inca One, must treat such Material Information as confidential until the Material Information has been Generally Disclosed. Refer to Inca One's "Corporate Disclosure Policy" for further information on the treatment of confidential information.

Material Non-Public Information shall not be disclosed to anyone in any circumstances if the person considering making the disclosure knows, or ought reasonably to know, that the person to whom the Material Non-Public Information is being disclosed would or would be likely to:

- (a) apply for, acquire, or dispose of, Securities, or enter into an agreement to apply for, acquire, or dispose of, Securities; or
- (b) procure another person to apply for, acquire, or dispose of, Securities, or enter into an agreement to apply for, acquire, or dispose of, Securities.

Where the above is not applicable, Material Non-Public Information shall not be disclosed to anyone except in the "necessary course of business" (as defined in section 6.3). If Material Non-Public Information has been lawfully disclosed in the necessary course of business, anyone so informed must clearly understand that it is to be kept confidential, and, in

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appropriate circumstances, execute a confidentiality agreement. When in doubt, all persons to whom this Policy applies must consult with the Compliance Officer to determine whether:

- (a) disclosure in a particular circumstance is in the necessary course of business; and
- (b) the person proposing to make the disclosure knows, or ought reasonably to know, that the person to whom the Material Non-Public Information is being disclosed would or would be likely to apply for, acquire, or dispose of, Securities, or enter into an agreement to apply for, acquire, or dispose of, Securities or procure another person to apply for, acquire, or dispose of, Securities, or enter into an agreement to apply for, acquire, or dispose of, Securities.

For greater certainty, disclosure to analysts, institutional investors, other market professionals and members of the press and other media is a form of “Tipping” (as defined in section 6.3) and will not be considered to be in the necessary course of business.

6.2 Trading of Inca One Securities

Insider Trading, for the purpose of this policy, refers to the purchase or sale of Securities by a person with knowledge of Material Non-Public Information, whether or not they are in a “Special Relationship” with Inca One (“**Relevant Insider**”). Insider Trading is illegal and strictly prohibited by this Policy. For greater certainty, examples of prohibited transactions by such a person would include, but are not limited to the following:

- (a) buying or selling Securities of Inca One;
- (b) buying or selling Securities whose price or value may reasonably be expected to be affected by changes in price of Securities of Inca One;
- (c) selling Securities acquired through the exercise of share options; and
- (d) buying or selling Securities of another company in which Inca One proposes to invest or where the individual, in the course of employment with Inca One, becomes aware of Material Non-Public Information concerning that other company.

The only exception to this Policy is the exercise of an in-the-money stock option that is due to expire while the Relevant Insider is in possession of Material Non-Public Information.

6.3 Tipping

Inca One, as a reporting issuer, and/or a person or a company who is a Relevant Insider may not inform, other than in the necessary course of business and then only in certain circumstances, another person or company of Material Non-Public Information. This activity, known as tipping (“**Tipping**”), is prohibited because it places Material Non-Public Information in the hands of a few persons and not in the hands of the broader investing public.

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Subject to certain limitations discussed below, there is an exception to the prohibition on Tipping if selective disclosure is required in the necessary course of business.

The question of whether a particular disclosure is being made in the necessary course of business is a mixed question of law and fact that must be determined on a case-by-case basis. However, the necessary course of business exception would generally cover communications with:

- (a) vendors, suppliers, or strategic partners on issues such as research and development, sales and marketing, and supply contracts;
- (b) employees, officers, and board members;
- (c) lenders, legal counsel, auditors, underwriters, and financial and other professional advisors to Inca One;
- (d) parties to negotiations;
- (e) labour unions and industry associations; and
- (f) government agencies and non-governmental regulators;

(together “**Excepted Disclosure**”).

However, and as noted above, this exception to Tipping will not apply where the person proposing to make the disclosure knows, or ought to reasonably know, that the Excepted Disclosure to the relevant party would or would be likely to result in such party:

- (a) applying for, acquiring, or disposing of, Securities, or entering into an agreement to apply for, acquire, or dispose of, Securities; or
- (b) procuring another person to apply for, acquire, or dispose of, Securities, or enter into an agreement to apply for, acquire, or dispose of, Securities, in breach of the relevant Insider Trading prohibitions.

6.4 Insider Trading Reports (Canadian Securities Laws Requirements)

Under Canadian securities legislation, subject to certain exceptions, Insiders that are deemed to be “Reporting Insiders” of Inca One are required to file an initial insider trading report within ten (10) days after becoming a Reporting Insider electronically through the System for Electronic Disclosure by Insiders (“**SEDI**”) at www.sedi.ca.

Reporting Insiders are further required, subject to certain exceptions, to file an insider trading report on SEDI within five (5) days of a change in: (i) the beneficial ownership of, control or direction over, whether direct or indirect, Securities of Inca One; or (ii) a change in an interest in, or right or obligation associated with, a Related Financial Instrument involving a Security of Inca One.

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Reporting Insiders must also file an insider trading report within five (5) days if the Reporting Insider enters into, materially amends, or terminates an agreement, arrangement or understanding that (i) has the effect of altering, directly or indirectly, the Reporting Insider's economic exposure to Inca One; or (ii) involves, directly or indirectly, a Security of Inca One or a Related Financial Instrument involving a Security of Inca One.

It is the responsibility of each such person to set up and maintain their SEDI profile and to make the necessary filings. However, Inca One may assist Insiders in making such filings, provided such persons provide the necessary information to the Compliance Officer in a timely manner.

A person that is uncertain as to whether he or she is a Reporting Insider or whether he or she may be eligible to be exempted from these requirements should contact the Compliance Officer.

7.0 Guidelines

7.1 Blackout Periods for Officers, Directors and Employees

From time to time, Inca One may institute trading restricted periods for directors, officers, selected employees and consultants and others because of the existence of Material Non-Public Information (a "**Blackout Period**"). In the event a Blackout Period is initiated, the Compliance Officer shall disseminate a notice to suspend trading in Inca One's Securities instructing those people not to engage in any trading of Inca One's Securities until further notice, without disclosing the facts giving rise to or the imposition of such suspension of trading. The only exception to this Policy is the exercise of an in-the-money stock option that is due to expire during the Blackout Period.

Even outside of Blackout Periods, any person possessing Material Non-Public Information on Inca One should not engage in any transactions related to Inca One's Securities until two Trading Days after such information has been publicly disclosed, subject to the exception noted above. All directors, officers, employees and other persons are expected to use their judgment in interpreting this Policy, and to err on the side of caution at all times. If in doubt, such person is required to contact the Compliance Officer.

At specific times, the Board may award long term compensation under Inca One's Stock Option Plan, or by other means. Under no circumstances will long term compensation awards related to Inca One's Securities be made while a Blackout Period is in effect.

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7.2 Pre-Clearance of Trades

Before initiating any trade in Inca One's Securities, it is recommended that directors and officers of Inca One contact and get approval from the Compliance Officer. Each proposed transaction will be evaluated to determine if it raises insider trading concerns or other concerns under securities laws and regulations.

7.3 Short Sales, Call and Put Options

Insiders are not permitted to sell "short" or sell a "call option" on any of Inca One's Securities or purchase a "put option" where they do not own the underlying Security or, in the case of a short sale, an option currently exercisable therefor.

7.4 Buying Inca One Securities on Margin

Insiders are not permitted to buy Inca One's Securities on margin.

8.0 Potential Criminal and Civil Liability and/or Disciplinary Action

8.1 Liability for Insider Trading in Canada

Under applicable Canadian securities laws, Insiders guilty of trading on Material Non-Public Information of Inca One may be subject to:

- (a) penalties of up to the greater of \$5 million and triple any profit earned or loss avoided; and
- (b) imprisonment.

Additionally, such conduct may subject Inca One or other investors to civil liability.

8.2 Liability for Tipping in Canada

Insiders may also be liable for improper transactions by any person commonly referred to as a tippee, to whom they have disclosed Material Non-Public Information about Inca One or to whom they have made recommendations or expressed opinions on the basis of such information. The various Canadian securities regulators have imposed large penalties even when the disclosing person did not profit from the trading.

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8.3 Possible Disciplinary Actions

Employees, officers, directors, consultants and contractors who violate this Policy will also be subject to disciplinary action by Inca One, which may include restrictions on future participation in equity incentive plans or termination of employment.

9.0 Applicability of Policy to Insider Information Regarding Other Companies

This Policy and the guidelines described herein also apply to Material Non-Public Information relating to other companies, including joint venture partners, customers, vendors and suppliers of Inca One (the “**Business Partners**”), when that information is obtained in the course of employment with, or providing services on behalf of, Inca One. For the purposes of this Policy, information about Business Partners should be treated in the same way as information related directly to Inca One.

10.0 General

The Board may, from time to time, permit departures from the terms of this Insider Trading Policy, either prospectively or retrospectively.

Original Approval Date: September 15, 2014
Approved by: Board of Directors

SCHEDULE "A"

DEFINITIONS

"Employee" means a full-time, part-time, contract or secondment employee of Inca One.

"Insider" means:

- a) all directors, Officers, employees, contractors and consultants of Inca One and its affiliates who receive or have access to Material Non-Public Information (as defined in section 6.1), including members of their immediate families, members of their households, as well as the partnerships, trusts, corporations, estates, RRSPs, and similar entities over which any of these individuals exercise control or direction;
- b) a director or Officer of a person or company that is itself an insider or subsidiary of Inca One;
- c) a person or company that has
 - i. beneficial ownership of, or control or direction over, directly or indirectly, Securities of Inca One carrying more than 10 per cent of the voting rights attached to all Inca One's outstanding voting Securities, excluding, for the purpose of the calculation of the percentage held, any Securities held by the person or company as underwriter in the course of a distribution, or
 - ii. a combination of beneficial ownership of, and control or direction over, directly or indirectly, Securities of Inca One carrying more than 10 per cent of the voting rights attached to all Inca One's outstanding voting Securities, excluding, for the purpose of the calculation of the percentage held, any Securities held by the person or company as underwriter in the course of a distribution;
- d) Inca One itself, if it has purchased, redeemed or otherwise acquired a Security of its own issue, for so long as it continues to hold that Security;
- e) a person or company designated as an insider in an order made under section 3.2 of the Securities Act (British Columbia); and
- f) a person or company that is in a class of persons or companies designated under the Securities Act (British Columbia).

"Major Subsidiary" means a subsidiary of an issuer if the assets of the subsidiary, as included in the issuer's most recent annual audited or interim statement of financial position, are 30 per cent or more of the consolidated assets of the issuer reported on that balance sheet or statement of financial position, as the case may be, or the revenue of the subsidiary, as included in the issuer's most recent annual audited or interim statement of comprehensive income, is 30 per cent or more of the consolidated revenue of the issuer reported on that statement;

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“Management Company” means a person or company established or contracted to provide significant management or administrative services to an issuer or a subsidiary of the issuer;

“Officer” means:

- a) a chair or vice-chair of the Board of Directors, a Chief Executive Officer, a Chief Operating Officer, a Vice President, a President, a Vice-president, a Secretary, an Assistant Secretary, a Treasurer, an Assistant Treasurer and a General Manager;
- b) every individual who is designated as an officer under a by-law or similar authority, and
- c) every individual who performs functions similar to those normally performed by an individual referred to above.

“Person or Company in a Special Relationship with a Reporting Issuer” means:

- a) a person or company that is an insider, affiliate or associate of,
 - i. Inca One,
 - ii. a person or company that is proposing to make a take-over bid, as defined in section 92 of the Securities Act (British Columbia) for the Securities of Inca One, or
 - iii. a person or company that is proposing to become a party to a reorganization, amalgamation, merger or arrangement or similar business combination with Inca One or to acquire a substantial portion of its property,
- b) a person or company that is engaging in or proposes to engage in any business or professional activity with or on behalf of Inca One or with or on behalf of a person or company described in subclause (a) (ii) or (iii),
- c) a person who is a director, Officer or employee of Inca One or of a person or company described in subclause (a) (ii) or (iii) or clause (b),
- d) a person or company that learned of the material fact or material change with respect to Inca One while the person or company was a person or company described in clause (a), (b) or (c),
- e) a person or company that learns of a material fact or material change with respect to Inca One from any other person or company described in this subsection, including a person or company described in this clause, and knows or ought reasonably to have known that the other person or company is a person or company in such a relationship.

“Related Financial Instrument” means an agreement, arrangement or understanding to which an insider of Inca One is a party, the effect of which is to alter, directly or indirectly, the insider’s,

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- a) economic interest in a Security of Inca One, or
- b) economic exposure to Inca One

“Reporting Insider” means an insider of Inca One if the insider is

- a) The CEO, CFO or COO of Inca One, of a significant shareholder of Inca One or of a Major Subsidiary of Inca One;
- b) A director of Inca One, of a significant shareholder of Inca One or of a Major Subsidiary of Inca One;
- c) A person or company responsible for a principal business unit, division or function of Inca One;
- d) A Significant Shareholder of Inca One;
- e) A Significant Shareholder based on post-conversion beneficial ownership of Inca One’s Securities and the CEO, CFO, COO and every director of the significant shareholder based on post-conversion beneficial ownership;
- f) A management company that provides significant management or administrative services to Inca One or a Major Subsidiary of Inca One, every director of the management company, every CEO, CFO and COO of the management company, and every significant shareholder of the management company;
- g) An individual performing functions similar to the functions performed by any of the insiders described in paragraphs (a) to (f);
- h) Inca One itself, if it has purchased, redeemed or otherwise acquired a Security of its own issue, for so long as it continues to hold that Security; or
 - i. Any other insider that in the ordinary course receives or has access to information as to material facts or material changes concerning Inca One before the material facts or material changes are generally disclosed; and
 - ii. directly or indirectly, exercises, or has the ability to exercise, significant power or influence over the business, operations, capital or development of Inca One

A **“Security”** is defined in section 1(1) of the Securities Act (British Columbia) and includes, among other things, all shares, convertible or exchangeable Securities such as warrants or convertible debentures, options, restricted share units as well as a put, call, option or other right or obligation to purchase or sell Securities of Inca One, or any Security, the market price of which varies materially with the market price of the Securities of Inca One.

“Significant Shareholder” means a person or company that has beneficial ownership of, or control or direction over, whether direct or indirect, or a combination of beneficial ownership of, and

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control or direction over, whether direct or indirect, Securities of an issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any Securities held by the person or company as underwriter in the course of a distribution.

A company is considered to be a "**Subsidiary**" of another company if it is controlled by (1) that other, (2) that other and one or more companies, each of which is controlled by that other, or (3) two or more companies, each of which is controlled by that other; or it is a subsidiary of a company that is that other's subsidiary. In general, a company will control another company when the first company owns more than 50% of the outstanding voting Securities of that other company.

"**Trading**" in Securities refers to all investment activities over which a person covered by this Policy has control or direction, whether for their personal account or in a fiduciary capacity, as in the case of a partnership, trusteeship, or executorship. For the purposes of this Policy, trading includes any purchase or sale of a Security as well as the provision of investment advice.

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SCHEDULE "B"

EXAMPLES OF INFORMATION THAT MAY BE MATERIAL

"Material information" consists of both "material facts" and "material changes". For Canadian purposes, a "material fact" means a fact that would reasonably be expected to have a significant effect on the market price or value of the securities of Inca One. For Canadian purposes a "material change" means a change in the business, operations or capital of Inca One that would reasonably be expected to have a significant effect on the market price or value of any of the securities of Inca One and includes a decision to implement such a change if such a decision is made by the board of directors or by senior management of Inca One who believe that confirmation of the decision by the board of directors is probable.

It is not possible to define all categories of material information. However, information should be regarded as material if there is a reasonable likelihood that it would be considered important to an investor in making an investment decision regarding the purchase or sale of Inca One's Securities.

Examples of such information may, depending on the circumstances, include:

- a) financial results;
- b) projections of future earnings or losses;
- c) development of new products and developments affecting Inca One's resources, technology, products or market;
- d) news of a material merger, joint venture or acquisition;
- e) news of a disposal of significant assets or a subsidiary;
- f) increases, decreases and reclassifications of mineral reserves or resources;
- g) significant exploration results;
- h) impending bankruptcy or financial liquidity problems;
- i) significant work stoppages or other events affecting production;
- j) significant pricing changes or agreements that may affect pricing;
- k) major labour disputes or disputes with major contractors or suppliers;
- l) proposed changes in capital structure including stock splits and stock dividends;
- m) proposed or pending material financings;

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- n) material increases or decreases in the amount outstanding of Securities or indebtedness;
- o) material changes in the business of Inca One;
- p) changes in Inca One's auditors;
- q) defaults in material obligations;
- r) results of the submission of matters to vote of security holders;
- s) material transactions with directors, officers or principal security holders;
- t) significant litigation exposure due to actual or threatened litigation;
- u) a transaction for which the consideration payable or receivable is a significant proportion of the written down value of Inca One's consolidated assets;
- v) a recommendation or declaration of a dividend by Inca One;
- w) a recommendation or decision that a dividend will not be declared by Inca One;
- x) a material change in accounting policy adopted by Inca One; and
- y) changes in senior management.

Either positive or negative information may be material.

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