

## CONFIDENTIALITY AGREEMENT

( *Receives Information*)

This Confidentiality Agreement (“Agreement”) is made effective this            the day of  
2014 (the “**Effective Date**”), by and between            (referred to herein as  
the “Emptor”), a            corporation having an office at.            ,  
and Ex-In, a Canadian corporation situated at: 860 boulevards Chaudière, Québec, QC,  
Canada, G1X 4B7.

### WHEREAS:

Ex-In owns certain properties described in Exhibit “A” attached hereto and made a part hereof (the “**Properties**”). Ex-In has in its possession certain proprietary information and materials related to the Properties. Ex-In wishes to and has the right to furnish such information and materials to the Emptor without restriction, subject only to the terms and conditions of this Agreement.

The Emptor wishes to review such information in order to evaluate the possibility of a transaction with Ex-In through which the Emptor might acquire, directly or indirectly, all or part of the Ex-In’s interest in the Properties.

**THEREFORE**, in consideration of the mutual promises that follow and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties to this Agreement), Ex-In and the Emptor agree as follows:

#### 1. Information Disclosed

Upon execution of this Agreement, Ex-In will furnish the Emptor with all proprietary information and materials in its possession or control related to the Properties including, without limitation, all geological, geophysical, geochemical and other technical information, data, plans, reports, records, studies, drawings, maps, charts, models, logs, calculations, compilations, analyses, evaluations and interpretations (hereinafter the “**Information**”).

#### 2. Confidentiality of Information

For twelve (12) months from the date of execution of this Agreement, the Emptor shall keep the Information confidential and will use reasonable efforts to protect the Information against use or disclosure except as expressly authorized by this Agreement. The Emptor may disclose Information to its agents, employees, contractors, consultants and legal and financial advisors who participate in the review of a possible transaction with Ex-In connection with the Properties or whose duties require them to have access to the Information.

3. Exceptions

The term "Information" shall not include any information which:

- (i) the Emptor can demonstrate was in its possession at the time of receipt from Ex-In;
- (ii) at the time of disclosure to the Emptor is, or thereafter becomes, part of the public domain or becomes widely known to geologists, geophysicists, metallurgists, mining engineers and other knowledgeable persons;
- (iii) is disclosed to the Emptor by a third party which disclosure does not breach a confidentiality obligation owed to Discloser by the third party; or
- (iv) is independently developed by the Emptor or by any of its subsidiary, associated or related companies entirely without reference to the Information.

4. Representations and Warranties

Ex-In represents and warrants that:

- (i) it holds valid rights to explore the Properties;
- (ii) it has the right to enter into this Agreement; and
- (iii) its performance under this Agreement will not breach or violate any law, agreement, or other obligation by which Ex-In is bound.

Ex-In makes no warranties, express or implied, concerning the validity, accuracy or completeness of the Information.

5. Return of Information The Emptor will return to Ex-In all Information received by it and all copies made thereof upon the request of Ex-In.

6. Area of Interest

For the purposes of this Agreement the "**Area of Interest**" constitutes those Properties as shown on Exhibit "A" and area immediately contiguous and surrounding the properties within two kilometers of the Properties' outer boundary.

7. No Restrictions on Activities

This Agreement may not be construed to prevent the Emptor from, without any obligation or liability to Ex-In:

- (i) acquiring any concession or interest outside of the Area of Interest; or
- (ii) using for any reason not relating to the Properties, any geological, geophysical, geochemical, metallurgical or operational concept, model or principle of any kind even if derived from the Information.

Except as expressly restricted by this Section 8, the Emptor shall be free to engage in any business or other activity whether or not competitive with the activities of Ex-In.

8. No Duty to Negotiate

Neither party shall have any duty or obligation to negotiate or enter into any agreement with the other as a result of the disclosure of the Information contemplated by this Agreement.

9. No Relationship

Nothing in this Agreement shall be interpreted to create, expressly or by implication, any partnership, joint enterprise, relationship of trust and confidence or any other special relationship between the parties of any kind whatsoever including, without limitation, client-broker, master-servant, principal-agent, or the like.

10. Disclosure of Agreement

The Emptor and Ex-In each agree and undertake to keep the fact and the terms of this Agreement confidential and not to disclose either matter to a third party without the prior written consent of the other party hereto.

11. Mandatory Disclosure

In the event that the Emptor is required by any governmental or regulatory agency to disclose any of the Information or in the event that securities legislation or other regulatory policies or directives require the disclosure by Ex-In or the Emptor of the fact or the terms of this Agreement, then the disclosing party shall give reasonable notice to the other party in writing prior to any such disclosure.

12. Notice

Any communication or notice (collectively, "**Notice**") required or permitted to be given hereunder will be deemed to have been properly delivered on the seventh day after mailing, if sent by prepaid, registered mail to the address of the other party first above written, or on the next business day, if sent by facsimile to the following contact person and number:

if to \_\_\_\_\_ : Attention: \_\_\_\_\_ ; fax:  
if to Ex-In: Attention: Edwin Gaucher; fax: +1 418 877 4054

13. Term of Agreement

This Agreement shall expire twelve (12) consecutive calendar months after the Effective Date.

14. Governing Law

This Agreement shall be interpreted in accordance with and governed by the laws in force in the province of Québec (excluding conflicts of law rules) and the federal laws of Canada applicable therein.

15. General Provisions

- (a) This Agreement sets forth the entire agreement of the parties concerning the matters addressed herein, and there are no conditions, agreements, representations, warranties or understandings, express or implied, except as set forth herein.
- (b) No amendment of this Agreement shall be valid unless effected by a written instrument signed by both parties.

(c) This Agreement may be executed by facsimile in one or more counterparts, each of which will be deemed to be an original, but all such counterparts shall together constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

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By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

By: \_\_\_\_\_

Name: Edwin Gaucher

Title: President, Ex-In