

SCHEDULE "D"

FORM OF U.S. PURCHASER LETTER UPON EXERCISE OF WARRANTS

ESGold Corp.
1500 1055 West Georgia St, Vancouver
British Columbia, V6E 4N7, Canada

Attention: President and Chief Executive Officer

- and to -

Computershare Trust Company of Canada.

as Warrant Agent

Dear Sirs:

The undersigned is delivering this letter in connection with the purchase of common shares (the "**Common Shares**") of ESGold Corp. , a corporation incorporated under the laws of the Province of British Columbia (the "**Corporation**") upon the exercise of warrants of the Corporation ("**Warrants**"), issued under the warrant indenture dated as of March 10, 2026 between the Corporation and Computershare Trust Company of Canada.

The undersigned hereby confirms that:

- (a) it is an "accredited investor" (satisfying one or more of the criteria set forth in Rule 501(a) of Regulation D under the United States Securities Act of 1933 (the "**U.S. Securities Act**");
- (b) it is purchasing the Common Shares for its own account;
- (c) it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of purchasing the Common Shares;
- (d) it is not acquiring the Common Shares with a view to distribution thereof or with any present intention of offering or selling any of the Common Shares, except that it may transfer such Common Shares (A) to the Corporation, (B) outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act or (C) in accordance with Rule 144 or Rule 144A under the U.S. Securities Act, if available, (or another available exemption from registration under the U.S. Securities Act) and in

compliance with any applicable securities laws of any state of the United States;

- (e) it acknowledges that it has had had access to such financial and other information it deems necessary in connection with its decision to exercise the Warrants and purchase the Common Shares; and
- (f) it acknowledges that it is not purchasing the Common Shares as a result of any “general solicitation” or “general advertising” (as such terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet or broadcast over radio, television or the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

The undersigned understands that the Common Shares are being offered in a transaction not involving any public offering within the United States within the meaning of the U.S. Securities Act and that the Common Shares have not been and will not be registered under the U.S. Securities Act or any applicable U.S. state securities laws. The undersigned further understands that any Common Shares acquired by it will be in the form of definitive physical certificates and that such certificates will bear a legend reflecting the fact that the undersigned will not offer, sell, pledge or otherwise transfer any of the Common Shares, directly or indirectly, unless (i) the transfer is to the Corporation; (ii) the transfer is made outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act; or (iii) the transfer is made (A) pursuant to the exemption from registration under the U.S. Securities Act provided by Rule 144 thereunder, if available, or Rule 144A thereunder, if available, and in compliance with any applicable state securities laws or (B) pursuant to a transaction that does not require registration under the U.S. Securities Act or applicable securities laws of any state of the United States, and in the case of each of (A) and (B), the seller has furnished to the Corporation an opinion from counsel of recognized standing or other evidence to such effect reasonably satisfactory to the Corporation prior to such offer, sale, pledge or transfer.

The undersigned acknowledges that you will rely upon its confirmations, acknowledgements and agreements set forth herein, and agrees to notify you promptly in writing if any of its representations or warranties herein ceases to be accurate or complete.

DATED this ____ day of _____, 20__.

(Name of U.S. Purchaser)

By: _____

Name:

Title: