

## VOTING AND SUPPORT AGREEMENT

**THIS AGREEMENT** is made as of the 8th day of September, 2025.

**BETWEEN:**

**RICHARD COLTERJOHN**

(the “**Shareholder**”)

- and -

**AXCAP VENTURES INC.**

a company existing under the laws of the Province of British Columbia

(“**Axcap**”)

(each a “**Party**” and together, the “**Parties**”)

**WHEREAS**, the Shareholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Taura Gold Inc. (“**Taura**”), a company existing under the laws of the Province of British Columbia, set forth on the Shareholder’s signature page attached to this Agreement.

**AND WHEREAS**, Axcap and Taura have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose, subject to the terms and conditions of the Arrangement Agreement, to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”).

**AND WHEREAS**, the Shareholder acknowledges that Axcap would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder.

**NOW THEREFORE**, this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

### ARTICLE 1 INTERPRETATION

#### Section 1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“**Subject Shares**” means that number of Shares set forth on the Shareholder’s signature page attached to this Agreement, being all of the Shares owned legally or beneficially, either directly or indirectly, by the Shareholder or over which the Shareholder exercises control or direction, either directly or indirectly, and shall further include any Shares issued upon the exercise or vesting, as applicable, of convertible securities of Taura or otherwise acquired by or issued to the Shareholder after the date hereof.

## ARTICLE 2 COVENANTS

### Section 2.1 General Covenants of the Shareholder

The Shareholder hereby covenants and agrees in favour of Axcap that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

- (a) at any meeting of shareholders of Taura (including, if applicable, in connection with any separate vote of any sub-group of shareholders of Taura that may be required to be held and of which sub-group the Shareholder forms part) called to vote upon any matters related to or transactions contemplated by the Arrangement, including the Taura Arrangement Resolution, or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to any matters related to or transactions contemplated by the Arrangement, including the Taura Arrangement Resolution, is sought, the Shareholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) in favour of the Taura Arrangement Resolution and any other matter necessary for the consummation of the Arrangement. If the Shareholder is the beneficial owner, but not the registered holder, of any of its Subject Shares, the Shareholder agrees to take all actions necessary to cause the registered holder and any nominees to vote all of its Subject Shares in accordance with this Section 2.1(a);
- (b) at any meeting of shareholders of Taura (including, if applicable, in connection with any separate vote of any sub-group of shareholders of Taura that may be required to be held and of which sub-group the Shareholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of Taura is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Subject Shares (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares (which have a right to vote at such meeting) against any Acquisition Proposal and/or any matter that could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation or agreement of Taura under the Arrangement Agreement or of the Shareholder under this Agreement or (ii) delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement. If the Shareholder is the beneficial owner, but not the registered holder, of any of its Subject Shares, the Shareholder agrees to take all actions necessary to cause the registered holder and any nominees to vote all of its Subject Shares in accordance with this Section 2.1(b) (the “**Prohibited Matters**”);
- (c) the Shareholder hereby revokes any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Shareholder hereby agrees not to, directly or indirectly, (i) sell, transfer, assign, tender, exchange, grant a participation interest in, gift, option, pledge, hypothecate, grant a security interest in, place in trust or otherwise convey, dispose or encumber (each, a “**Transfer**”), or enter into any agreement, understanding, option or other arrangement with respect to the Transfer of, any of its Subject Shares to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Shares into any voting trust or enter into any

voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Shares, other than pursuant to this Agreement;

- (e) the Shareholder shall not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement;
- (f) the Shareholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Shareholder may have; and
- (g) without limiting the obligations in Section 2.1(a) and Section 2.1(b), no later than five Business Days prior to the date of the Taura Meeting: (i) with respect to all Subject Shares (and all Subject Shares which have a right to vote at such meeting) that are registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Taura Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Taura Arrangement Resolution; and (ii) with respect to any Subject Shares (and any other Subject Shares which have a right to vote at such meeting) that are beneficially owned by the Shareholder but not registered in the name of the Shareholder, the Shareholder shall deliver a duly executed voting instruction form to the intermediary through which the Shareholder holds its beneficial interest in the Shareholder's Subject Shares, instructing that the Shareholder's Subject Shares (which have a right to vote at such meeting) be voted at the Taura Meeting in favour of the Taura Arrangement Resolution. Such proxy or proxies shall name those individuals as may be designated by Taura in the Joint Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of Axcap.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

#### **Section 3.1 Representations and Warranties of the Shareholder**

The Shareholder hereby represents and warrants to and covenants with Axcap as follows, and acknowledges that Axcap is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Shareholder is a corporation, it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation; it has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Shareholder is not a corporation, the Shareholder has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform the Shareholder's obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding obligation, enforceable against the Shareholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (c) **Ownership of Shares and Other Securities.** The Shareholder is the sole registered and/or beneficial owner of its Subject Shares. As of the date hereof, the Shareholder does not directly or indirectly control or direct, or own or have any registered or

beneficial interest in, any other securities of Taura, other than as disclosed on the Shareholder's signature page attached to this Agreement.

- (d) **No Breach.** The execution and delivery of this Agreement by the Shareholder, the consummation by the Shareholder of the transactions contemplated hereby, and the compliance by the Shareholder with any of the provisions hereof, will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which it is a party or by which it is bound, other than as would not be reasonably expected to have a material adverse effect on the Shareholder's ability to perform its obligations hereunder.
- (e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Shareholder, threatened against the Shareholder or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the Shareholder's ability to enter into this Agreement and to perform its obligations hereunder. There is no judgment, decree or order of any Governmental Entity against the Shareholder that would reasonably be expected to have a material adverse effect on the Shareholder's ability to enter into this Agreement or to perform its obligations hereunder.
- (f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Shares, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (g) **Voting.** The Shareholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Shares (which have a right to vote at such meeting) and to sell or cause the sale of all of the Subject Shares disclosed on the Shareholder's signature page as contemplated herein. None of the Subject Shares is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by the Shareholder in connection with the execution, delivery or performance of this Agreement.

### **Section 3.2 Representations and Warranties of Axcap**

Axcap hereby represents and warrants and covenants to the Shareholder, acknowledging that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** Axcap validly subsists under the laws of the Province of British Columbia and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by Axcap has been duly authorized and no other internal proceedings on its part is necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by Axcap and constitutes a legal, valid and binding obligation, enforceable against Axcap in

accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

## **ARTICLE 4 TERMINATION**

### **Section 4.1 Termination**

This Agreement may be terminated:

- (a) at any time upon the mutual written agreement of Axcap and the Shareholder;
- (b) by Axcap if: (i) any of the representations and warranties of the Shareholder in this Agreement shall not be true and correct in all material respects; or (ii) the Shareholder shall not have complied with its covenants to Axcap contained in this Agreement in all material respects;
- (c) by the Shareholder if: (i) any of the representations and warranties of Axcap in this Agreement shall not be true and correct in all material respects; or (ii) without the consent of the Shareholder, the Arrangement Agreement, including the consideration payable thereunder for the Subject Shares, is modified in a manner that is materially adverse to the Shareholder (provided, that, a decrease in the market price of Axcap's common shares will not constitute a decrease in the amount of the consideration payable for the outstanding Subject Shares as set out in the Arrangement Agreement); or
- (d) by Axcap or the Shareholder if the Arrangement Agreement is terminated in accordance with its terms.

### **Section 4.2 Effect of Termination**

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no Party shall have liability to any other Party, except in respect of a breach of this Agreement which occurred prior to such termination and the Shareholder shall be entitled to withdraw any form of proxy, voting instruction form or power of attorney which it may have given with respect of the Subject Shares provided that neither the termination of this Agreement nor anything contained in Article 4 will relieve any party from any liability for any breach by it of this Agreement.

## **ARTICLE 5 GENERAL**

### **Section 5.1 Fiduciary Obligations**

Axcap hereby agrees and acknowledges that the Shareholder is bound hereunder solely in the Shareholder's capacity as a shareholder of Taura and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its directors, officers in their capacity as a director or officer of Taura or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly fulfilling that Party's fiduciary duties as a director or officer of Taura or any of its subsidiaries.

### **Section 5.2 Further Assurances**

Each of the Shareholder and Axcap will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other Party may reasonably require and at the requesting Party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

### **Section 5.3 Disclosure**

Each of the Shareholder and Axcap hereby consents to the disclosure of the substance of this Agreement in any press release or any circular relating to the Taura Meeting and the filing of a copy thereof by Taura and Axcap at [www.sedarplus.ca](http://www.sedarplus.ca).

Except as set forth above or as required by applicable laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, neither Party shall make any public announcement or statement with respect to this Agreement without the approval of the other Party, which shall not be unreasonably withheld or delayed. The Parties agree to consult with the other Party prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

### **Section 5.4 Time**

Time shall be of the essence in this Agreement.

### **Section 5.5 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

### **Section 5.6 Entire Agreement**

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

### **Section 5.7 Amendments**

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the Parties.

### **Section 5.8 Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

### **Section 5.9 Assignment**

The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns, provided that neither Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party.

### **Section 5.10 No Third Party Beneficiaries**

The Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the Parties and no person, other than the Parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

### **Section 5.11 Notices**

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

- (a) Axcap, addressed as follows:

**Axcap Ventures Inc.**  
Suite 488 - 1090 West Georgia Street  
Vancouver, BC V6E 3V7

Attention: Blake McLaughlin, Chief Executive Officer  
Email: [REDACTED]

**\*\*Redacted - Confidential Information\*\***

with a copy (which shall not constitute notice) to:

**McMillan LLP**  
Suite 1500 - 1055 West Georgia Street  
Vancouver, BC V6E 4N7

Attention: Desmond Balakrishnan  
Email: desmond.balakrishnan@mcmillan.ca

- (b) the Shareholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

### **Section 5.12 Specific Performance and other Equitable Rights**

It is recognized and acknowledged that a breach by any Party of any material obligations contained in this Agreement will cause the other Party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved Party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity. Any Party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with the remedy of specific performance. Each of the Parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

### **Section 5.13 Expenses**

Each of the Parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

### **Section 5.14 Independent Legal Advice**

Each of the Parties acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

**Section 5.15      Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile, e-mail transmission or other electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

*[Remainder of page intentionally left blank. Signature pages follow.]*

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first written above.

**AXCAP VENTURES INC.**

By: (signed) "Blake McLaughlin"

Name: Blake McLaughlin  
Title: Authorized Signatory

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

**RICHARD COLTERJOHN**

\_\_\_\_\_  
(Print Name of Shareholder)

*(signed) "Richard Colterjohn"*

\_\_\_\_\_  
(Signature of Shareholder or Authorized Signatory)

\_\_\_\_\_

\_\_\_\_\_  
(Place of Residency)

*Director*

\_\_\_\_\_  
(Print Name and Title)

**\*\*Redacted - Confidential Information\*\***

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(Number of Shares Held)

**1,000,000**

\_\_\_\_\_