

ValOre Metals Corp.
Suite 1020-800 West Pender St
Vancouver, BC | V6C 2V6

Attention: Jim Paterson

Dear Sirs/Mesdames:

Re: Voting Agreement

The undersigned understands that ValOre Metals Corp. (the “**Purchaser**”) and South Atlantic Gold Inc. (the “**Company**”) wish to enter into an business combination agreement dated on or about the date hereof (the “**Definitive Agreement**”) contemplating a three-cornered amalgamation (the “**Amalgamation**”) of the Company under Section 288 of the *Business Corporations Act* (British Columbia), the result of which will be the acquisition by the Purchaser of all the issued and outstanding common shares (the “**Shares**”) of the Company at the time of the completion of the Amalgamation, in consideration for the issuance of an aggregate of 38,500,000 common shares in the capital of the Purchaser. The undersigned is the beneficial owner of, or has control or direction over, the Shares set forth on Schedule A (collectively, the “**Subject Securities**”).

All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Definitive Agreement.

The undersigned hereby agrees, in their capacity as shareholder (registered or beneficial) and not in their capacity as employee, officer or director of the Company, if applicable, from the date hereof until the date the Definitive Agreement is terminated in accordance with its terms, as follows:

- (a) at any meeting of shareholders of the Company held to consider the Amalgamation or any adjournment or postponement thereof, to be counted as present for the purposes of establishing quorum and to exercise or cause to be exercised all voting rights attached to Subject Securities, in each case whether currently held or directly or indirectly acquired by or issued to the undersigned after the date hereof (the “**Additional Securities**”) in favour of the Amalgamation and any other matters which are necessary for the consummation of the Amalgamation;
- (b) no later than ten (10) days prior to the date of the Company Meeting, to deliver or cause to be delivered, in accordance with the instructions set out in the Company Circular, and with a copy to the Purchaser concurrently with such delivery, duly executed proxies or voting instruction forms, as applicable, voting in favour of the Amalgamation;
- (c) not to, directly or indirectly, exercise or cause to be exercised any rights of appraisal, rights of dissent or rights to demand the repurchase of the Subject Securities in connection with the Amalgamation or otherwise oppose in any manner the treatment of any Subject Securities pursuant to the Amalgamation;
- (d) not to take any action which could reasonably be expected to impede, interfere with or delay, or in any way adversely affect the completion of the Amalgamation and any other transactions contemplated by the Definitive Agreement;
- (e) not to, directly or indirectly, sell, assign, transfer, dispose of, hypothecate, alienate, grant a security interest in, encumber or tender to offer, transfer any economic interest (directly or indirectly) or otherwise convey any of the Subject Securities, other than pursuant to the Amalgamation or this Agreement; and

- (f) to promptly notify the Purchaser of the amount of any debt or equity securities or other interests in the Company of which the beneficial ownership, or the control or direction, is acquired by the undersigned, to the extent permitted to do so, after the date hereof.

If the undersigned acquires any Additional Securities, the undersigned agrees that such Additional Securities shall be treated as if they are Subject Securities.

The undersigned hereby represents and warrants on the date hereof and on the Effective Date that:

- (a) where the undersigned is a corporation or other entity, it is a corporation or other entity duly incorporated, amalgamated or organized, as applicable, and validly existing under the laws of the jurisdiction of its incorporation, organization or formation as applicable, and has all requisite power, capacity and authority and has received all requisite approvals to execute and deliver this letter agreement and to perform its obligations hereunder. Where the undersigned is an individual, they have the power and capacity to execute and deliver this letter agreement and to perform their obligations hereunder;
- (b) this letter agreement has been duly executed and delivered by the undersigned, and constitutes a legal, valid and binding agreement of the undersigned enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction;
- (c) the undersigned is the sole and unconditional beneficial owner of, or has control or direction over, the Subject Securities, with good and valid title thereto, free and clear of all liens, and has the sole right to sell and vote all of the Subject Securities;
- (d) except for the Purchaser pursuant to the terms of the Definitive Agreement and this Agreement, no person has any written or oral agreement, warrant or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such, for the purchase, acquisition or transfer from the undersigned of any of the Subject Securities or any interest therein or right thereto; and
- (e) the only securities of the Company beneficially owned, or controlled or directed, directly or indirectly, by the undersigned on the date hereof are the Subject Securities and the Additional Securities set forth on Schedule B.

This letter agreement shall automatically terminate at the earliest of (i) the Effective Time and (ii) the date the Definitive Agreement is terminated in accordance with its terms.

This letter agreement shall be governed by, construed and enforced in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

The undersigned hereby consents to the disclosure of the substance of this letter agreement in any news release or the Company Circular and to the filing of this letter agreement as may be required pursuant to applicable Laws.

This letter agreement shall not be assigned by any party hereto without the prior written consent of the other party hereto. This letter agreement shall enure to the benefit of the parties and their respective successors and permitted assigns and shall be binding upon the parties and their respective successors.

Time shall be of the essence of this letter agreement.

All costs and expenses incurred in connection with this letter agreement shall be paid by the party incurring such cost or expense.

The parties hereto agree that irreparable harm would occur, for which monetary damages would not be an adequate remedy at law, in the event that any of the provisions of this letter agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to interim, interlocutory and permanent injunctive relief, specific performance and other equitable relief to prevent breaches or threatened breaches of this letter agreement, and to enforce compliance with the terms of this letter agreement without the proof of actual damages and without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the parties may be entitled at law or in equity.

Each of the provisions contained in this letter agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Laws, the parties hereto waive any provision of Law that renders any provision of this letter agreement or any part thereof invalid or unenforceable in any respect. The parties hereto will engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

This letter agreement may be executed and delivered in multiple counterparts (including by email or other electronic means), each of which shall be deemed an original, and such counterparts together shall constitute one and the same agreement.

[Remainder of page intentionally left blank – signature page follows]

Please confirm your agreement with the foregoing by signing and returning a copy of this letter agreement to the undersigned.

Yours truly,

[Shareholder name]

Accepted and agreed this ____ day of _____, 2025

VALORE METALS CORP.

Per: _____

Name:

Title:

SCHEDULE A
SUBJECT SECURITIES

Name of Registered Shareholder	Beneficial Owner	Number and Class of Subject Securities

SCHEDULE B
ADDITIONAL SECURITIES

Name of Registered Securityholder	Beneficial Owner	Number and Class of Additional Securities