Exhibit 10.4  
 VOTING AGREEMENT  
 This Voting Agreement (this “Agreement”) is made and entered into as of June \_\_, 2024, by and among Trio Petroleum Corp. (the “Company”) and each person listed on Schedule A hereto (each, a “Stockholder”). The Company and each Stockholder are sometimes individually referred to as a “Party,” and they are sometimes collectively referred to as the “Parties.”  
 WHEREAS, the Company proposes to enter into a Securities Purchase Agreement, dated as of or about the date hereof (the “Purchase Agreement”), which provides, among other things, for the Investors (as defined under the Purchase Agreement) to purchase from the Company a total of $800,000 of Notes and Warrants in exchange for cash equal to 90% of the face value of each of the Notes, upon the terms and conditions set forth in the Purchase Agreement (capitalized words and terms used herein without definition shall have the respective meanings specified in the Purchase Agreement).  
 WHEREAS, the Parties are executing this Agreement prior to or contemporaneously with the execution of the Purchase Agreement.  
 WHEREAS, each Stockholder owns (whether beneficially or of record) the number of shares of Common Stock of the Company set forth opposite such Stockholder’s name on Schedule A hereto (the “Existing Shares”).  
 NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:  
 ARTICLE I  
VOTING  
 1.1 Voting. From and after the date hereof until the Company’s receipt of the Required Votes (as defined below) pursuant to and in compliance with the terms of the Purchase Agreement (the “”), the Stockholder individually and irrevocably and unconditionally hereby agrees that at any meeting (whether annual or special and each adjourned or postponed meeting) of the Company’s stockholders, however called, for the purpose of voting on the proposal set forth in clauses (a) and (b) below, the Stockholder will (i) appear at such meeting or otherwise cause all of his or her Existing Shares and other shares of Common Stock over which he or she has acquired ownership (whether beneficially or of record) after the date hereof (including any shares of Common Stock or any other class of capital stock of the Company acquired by means of purchase, dividend, distribution, merger, reorganization, recapitalization, stock split, reverse stock split, or issued upon the exercise of any stock options to acquire Common Stock or any other class of capital stock of the Company or warrants or the conversion of any convertible securities or otherwise) (collectively, the “”, and together with the Existing Shares, the “”), which he or she owns as of the applicable record date, to be counted as present thereat for purposes of calculating a quorum and (ii) vote or cause to be voted (including by proxy or written consent, if applicable) all such Shares: