

April 2, 2023

**TO: COINSQUARE LTD. (“Coinsquare”)
COINSMART FINANCIAL INC. (“Coinsmart”)**

Dear Sirs/Madams:

Re: Voting and Support Agreement

BACKGROUND

I understand that WonderFi Technologies Inc. (“**WonderFi**”), Coinsquare, and Coinsmart wish to enter into a business combination agreement dated as of the date hereof (as it may from time to time be amended, the “**Business Combination Agreement**”) contemplating the combination of WonderFi, Coinsquare, and Coinsmart into a single entity.

Capitalized terms used in this letter agreement and not otherwise defined herein shall have the respective meanings given to them in the Business Combination Agreement.

I, Robert Halpern, am the registered or beneficial owner of, or exercise control or direction over, [REDACTED] common shares in the capital of WonderFi (the “**Holder Shares**”). The Holder Shares, together with any other securities of WonderFi directly or indirectly acquired by or issued to me during the term of this letter agreement, are collectively referred to herein as the “**Holder Securities**”.

VOTING AND OTHER COVENANTS

I hereby irrevocably covenant and agree, in my capacity as a securityholder of WonderFi, from the date hereof until the date of termination of this letter agreement in accordance with the terms herein:

1. at any meeting of WonderFi Shareholders to be held to consider the Transaction (including the WonderFi Meeting) or any of the other transactions contemplated by the Business Combination Agreement, or any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Transaction or any of the transactions contemplated by the Business Combination Agreement is sought, to be counted as present (in person or by proxy) for purposes of establishing quorum and to vote or to cause to be voted (and not withdraw any proxies or change my vote in respect thereof) the Holder Shares and any other Holder Securities entitled to be voted in respect of the such matter, if any (a) in favour of the approval, consent, ratification and adoption of the WonderFi Resolution and any other matter necessary for the consummation of the Transaction, and (b) against any resolution, action, proposal, transaction or agreement proposed by any other Person, that could reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Transaction or delay or interfere with, the completion of the Transaction;
2. except as provided in this letter agreement, (a) not, directly or indirectly, or through any Representative, (i) make, solicit, assist, initiate, knowingly encourage or otherwise facilitate, or continue to make, solicit, assist, initiate, knowingly encourage or otherwise

facilitate, any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any WonderFi Acquisition Proposal or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing, (ii) approve, accept, endorse or recommend, or propose publicly to accept, approve, endorse or recommend, any WonderFi Acquisition Proposal, or (iii) accept or enter into or publicly propose to accept or enter into, any agreement, understanding or arrangement or other contract in respect of any WonderFi Acquisition Proposal, and (b) immediately cease and cause to be terminated any actions in furtherance of any of the foregoing;

3. to promptly (and in any event within twenty-four (24) hours) notify Coinsmart and Coinsquare (orally at first and then in writing) in the event that I or my Representatives receive (i) a WonderFi Acquisition Proposal from a Person or group of related Persons; (ii) any request by a Person or group of related Persons for information relating to any potential WonderFi Acquisition Proposal; or (iii) any inquiry or request for discussions or negotiations regarding any WonderFi Acquisition Proposal by a Person or a group of related Persons. Any such notice required by the preceding sentence shall include, to the extent legally permitted, the identity of the Person or group of Persons making such proposal, request or inquiry and the terms and conditions thereof (and shall include a copy of any written proposal, inquiry or request);
4. to deliver or cause to be delivered, as soon as practicable, and in any event at least 10 Business Days prior to the WonderFi Meeting (provided proxy materials have been distributed by such time by WonderFi to me), to WonderFi, or, if requested by WonderFi, WonderFi's transfer agent, if any, or any proxy solicitation services firm retained by WonderFi, duly executed proxies or voting information forms, such proxies or voting information forms (a) instructing the holder thereof to vote (i) in favour of the WonderFi Resolution and any other matter necessary for the consummation of the Transaction, and (ii) against any matter that could reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Transaction, delay or interfere with, the completion of the Transaction, and (b) naming those individuals as may be designated by WonderFi in the management proxy circular in connection with the meeting of WonderFi Shareholders at which the WonderFi Resolution will be voted on (including in connection with any adjournment or postponement thereof), as my duly appointed proxyholder, and not revoke, withdraw or modify such proxies or voting information forms without the prior written consent of Coinsquare and Coinsmart;
5. not to take any other action of any kind, including voting or not voting any of the Holder Shares or any other Holder Securities entitled to be voted in respect of such matter, that would reasonably be expected to preclude, delay or interfere with the completion of the Transaction;
6. not to, directly or indirectly,
 - (a) option, sell, transfer, pledge, encumber, assign, gift-over, grant, or agree to option, sell, transfer, pledge, encumber, assign, gift-over a security interest or participation

interest in, hypothecate or otherwise convey any Holder Securities (or any right or interest therein) to any Person or group or Persons other than:

- (i) pursuant to the Transaction;
 - (ii) any exercise/settlement of Holder Options, Holder Warrants, or Holder RSUs for WonderFi Shares in accordance with their terms; or
 - (iii) to one or more of a parent, spouse, child or grandchild of, or a corporation, partnership, limited liability company or other entity controlled by, the undersigned, or a trust or account (including an RRSP, RESP, RRIF or similar account) existing for the benefit of any such Person or entity, provided that in such case and for greater certainty, any Holder Securities acquired as a result thereof shall remain Holder Securities and subject to the terms and conditions of this letter agreement and, in the case of a corporation, partnership, limited liability company or other entity controlled by the undersigned, provided that such entity remains controlled by the undersigned;
- (b) enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Holder Securities; or
 - (c) deposit any Holder Securities into any voting trust or enter into any voting arrangement with respect to any of the Holder Securities (other than this letter agreement),

in each case without the prior written consent of Coinsquare and Coinsmart; and

- 7. to enter into any lock up or escrow arrangement required by a Government Authority or an applicable stock exchange in connection with the Transaction, subject to WonderFi and Coinsmart providing my external counsel with a reasonable opportunity to engage with such Person in an effort to not have to enter into such agreement; provided that such opportunity does not impede or delay the closing of the Transaction.

For the avoidance of doubt, it is understood and agreed that I will be entitled to exercise my rights under any Holder Options, Holder Warrants, or Holder RSUs to acquire WonderFi Shares, provided that all such underlying WonderFi Shares will be Holder Securities subject to the terms of this letter agreement.

REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER

I hereby represent and warrant that (a) I have the requisite legal capacity and authority to execute and deliver this letter agreement and to perform the transactions contemplated hereunder, (b) I am the sole beneficial owner of the Holder Securities, with good title thereto free and clear of any and all Encumbrances, (c) this letter agreement has been duly executed and delivered and constitutes a legal, valid and binding agreement enforceable against me in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other Applicable 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, (d) the execution and

delivery of this letter agreement or the compliance by me of my obligations hereunder will not (i) contravene any agreement or instrument to which I am a party or by which I or any of my property or assets is bound, or (ii) contravene any Applicable Laws relevant in the context of the Transaction or this letter agreement, (e) I have the sole and exclusive right to vote (if applicable) and sell all of the Holder Securities, and, other than pursuant to this letter agreement, none of the Holder Securities are 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, (f) except for the Business Combination Agreement, no person has any agreement or option, or any right or privilege (whether by Applicable Laws, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from me of any of the Holder Securities or any interest therein or right thereto, (g) there is no claim, action, audit, investigation, lawsuit, arbitration, mediation or other proceeding in progress or pending or, to my knowledge threatened, against or otherwise affecting me which could reasonably be expected to impair my ability to deliver this letter agreement and to perform my obligations contemplated hereby, and (h) the only securities of WonderFi registered in my name or beneficially owned by me and/or over which I, directly or indirectly, exercise control or direction on the date hereof are the Holder Securities set forth on the first page hereof.

ESCROW CONDITIONS

I acknowledge and agree that, notwithstanding any provision of the Business Combination Agreement to the contrary, so long as I am a director of WonderFi or one of its affiliates, and am an employee, officer or contractor of WonderFi or one of its affiliates, my Holder Securities will be subject to escrow and 50% of such Holder Securities will be released on the date that is six (6) months after the Effective Date and the balance released on the date that is twelve (12) months after the Effective Date. If, at any time following the Effective Time, whether due to termination (with or without cause), resignation or otherwise: (i) I no longer serve on the board of WonderFi or one of its affiliates; or (ii) I am no longer an employee, officer or contractor of WonderFi or one of its affiliates, whether due to termination (with or without cause), resignation or otherwise, then 100% of such Holder Securities will be released on the date of such termination, resignation, or for other such reason (the “**Escrow Conditions**”).

Notwithstanding the foregoing paragraph, the parties agree that the Escrow Conditions shall not prevent me from transferring the Consideration Shares pursuant to a take-over bid, business combination, arrangement, merger or other similar transaction pursuant to which the Consideration Shares are to be exchanged for cash or securities of another entity.

DISCLOSURE AND ANNOUNCEMENT

I agree that the details of this letter agreement and of the negotiations leading to the execution and delivery of this letter agreement may be described in any press release, information circular or other communication prepared by Coinsquare, WonderFi, or Coinsmart in connection with the Transaction and in any material change report prepared by WonderFi or Coinsmart in connection with the execution and delivery of this letter agreement and I further agree to this letter agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval and by any filings made under the securities laws of applicable jurisdictions (including disclosure of my identity, ownership of Holder Securities and the nature of my

commitments, arrangements and understandings under this letter agreement and any other information required by Applicable Laws), in accordance with applicable Securities Laws.

TERMINATION

This letter agreement shall terminate and be of no further force or effect only upon the earliest of:

- (a) our written agreement;
- (b) the termination of the Business Combination Agreement in accordance with its terms;
- (c) the delivery by me of written notice to Coinsquare and Coinsmart if there is any decrease in the Consideration payable for the WonderFi Shares as set out in the Business Combination Agreement without my consent; provided that, a decrease in the value of the Consideration Shares will not constitute a decrease in the Consideration payable for the WonderFi Shares as set out in the Business Combination Agreement; or
- (d) the Effective Time,

If this letter agreement is terminated in accordance with the provisions of this section, no party will have any further liability to perform its obligations under this letter agreement except as expressly contemplated by this letter agreement, and provided that neither the termination of this letter agreement nor anything contained in this section will relieve any party from any liability for any breach by it of this letter agreement prior to termination, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein. I shall be entitled to withdraw any form of proxy or voting instruction form delivered pursuant to this letter agreement in respect of the WonderFi Resolution or, if applicable, to withdraw any deposited Holder Securities to any take-over bid in the event this letter agreement is terminated.

MISCELLANEOUS

This letter agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Ontario and the Laws of Canada applicable therein.

This letter agreement shall be binding upon the parties and upon their respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that neither Coinsquare, Coinsmart nor I may assign, delegate or otherwise transfer any of our respective rights, interests or obligations under this letter agreement without the prior written consent of the other parties hereto, except that either Coinsquare or Coinsmart may assign, delegate or otherwise transfer any of its rights, interests or obligations under this letter agreement to a wholly-owned subsidiary without reducing their respective obligations hereunder.

I acknowledge and agree that Coinsquare and Coinsmart would be damaged irreparably in the event any of the provisions of this letter agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, I agree that, without posting bond or other undertaking, either Coinsquare or Coinsmart will be entitled to seek an injunction or injunctions to prevent breaches or violations of the provisions of this letter agreement and to

seek to enforce by specific performance this letter agreement and the terms and provisions hereof in any claim (whether at law or in equity, whether civil or criminal), cause of action (whether in contract or tort or otherwise), hearing, charge, complaint, demand or notice to, from, by or before any Governmental Authority having jurisdiction over us and the matter in addition to any other remedy to which it may be entitled, at law or in equity and I hereby waive any and all defences which could exist in my favour in connection with such enforcement and waive any requirement for security or the posting of any bond in connection with such enforcement.

I acknowledge that I: (a) have: (i) read this letter agreement in its entirety, understand it and agree to be bound by its terms and conditions; and (ii) been granted the opportunity to ask questions of, and to receive answers from, WonderFi's legal counsel concerning the terms and conditions of this letter agreement; (b) have been advised to seek independent legal advice with respect to the execution and delivery of this letter agreement and have received such advice or have, without undue influence, elected to waive the benefit of any such advice; and (c) am entering into this letter agreement voluntarily.

This letter agreement may only be amended, supplemented or otherwise modified by written agreement signed by the parties.

If any provision of this letter agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision shall be severed from this letter agreement and the remaining provisions shall remain in full force and effect.

This letter agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) 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 letter agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to me, upon which this letter as so accepted shall constitute an agreement among us.

[Signature Pages to Follow]

Yours truly,

(signed) Robert Halpern

Name: Robert Halpern

[Voting Support Agreement]

Acknowledged and agreed to as of the date first written above.

COINSQUARE LTD.

Per: Signed (“*Martin Piszal*”)
Name: Martin Piszal
Title: Chief Executive Officer

COINSMART FINANCIAL INC.

Per: Signed (“*Justin Hartzman*”)
Name: Justin Hartzman
Title: Chief Executive Officer