

June 20th, 2024

To: Undersigned Shareholder

Re: Voting Support

EVP Capital Inc. ("**Acquiror**") is in discussions with Sharp Edge Labs, Inc. (the "**Target**") regarding a potential reverse takeover transaction (the "**Proposed Transaction**") pursuant to a plan of arrangement under the *Business Corporations Act* (Ontario) (the "**OBCA**"). The details of the Proposed Transaction will be set forth in an arrangement agreement (the "**Arrangement Agreement**") among such parties, a draft of which has been provided to you.

The undersigned shareholder (the "**Shareholder**") is the legal and/or beneficial owner of that number of common shares of the Acquiror set forth below (the "**Subject Securities**") and has agreed to enter into this voting support agreement (the "**Agreement**") in connection with the Proposed Transaction.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Acquiror, the Target and the Shareholder (collectively, the "**Parties**") agree as follows:

1. **Agreement to Vote Subject Securities**

The Shareholder covenants and agrees that, at any meeting of securityholders of the Acquiror called for the purpose of approving the Proposed Transaction, the Arrangement Agreement and the related transactions, the Shareholder shall (or cause the holder of record to, if the Shareholder is the beneficial owner but not the holder of record of the Subject Securities) vote all of the Subject Securities: (a) in favour of the approval of the Proposed Transaction, the Arrangement Agreement and any actions required in furtherance of the actions contemplated thereby; and (b) to oppose any proposed action by the Acquiror or any other party, the result of which could impede, interfere with or delay the Acquiror from completing the Proposed Transaction. The Shareholder will not and will not permit any entity under its Control (as defined in the OBCA), to, deposit any of the Subject Securities into a voting trust or subject any of the Subject Securities to any arrangement or agreement with respect to the voting of such securities, other than pursuant to this Agreement. The Shareholder hereby waives and agrees in favour of the Acquiror and the Target not to exercise any rights of appraisal or rights of dissent that the Shareholder may have arising from the Proposed Transaction.

2. **No Proxy Solicitation**

The Shareholder will not, and will not permit any entity under its Control, to: (a) solicit proxies, or become a participant in a solicitation in opposition to, or competition with the Proposed Transaction or the Arrangement Agreement; (b) assist any person, entity or group in taking or planning any action that would compete with, restrain or otherwise serve to interfere with or inhibit Acquiror in connection with the Proposed Transaction or the Arrangement Agreement; or (c) act jointly or in concert with others with respect to voting securities of the Acquiror for the purpose of opposing or competing with the Target in connection with the Proposed Transaction or the Arrangement Agreement.

3. **No Sale, Transfer or Encumbrance; Additional Purchases**

Except with the prior written consent of the Acquiror or the Target, the Shareholder agrees and covenants not to option, transfer, sell, gift, pledge, hypothecate, encumber, or otherwise dispose of any of the Subject Securities or enter into any agreement, arrangement or understanding in connection therewith prior to the consummation or

earlier termination of the Proposed Transaction. The Shareholder agrees that any common shares of the Acquiror or other securities of the Acquiror purchased or acquired after the date of execution of this Agreement shall be subject to the terms of this Agreement to the same extent as if they constituted Subject Securities.

4. **Representations and Warranties of the Shareholder**

The Shareholder represents and warrants that: (a) it is the beneficial owner of the Subject Securities, and no other securities of the Acquiror; (b) it has the sole right to vote the Subject Securities; (c) none of the Subject Securities are subject to any voting agreement (other than this Agreement) or adverse claim; (d) no person, firm, or corporation has any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Shareholder of any of the Subject Securities; and (e) it has full power and authority to make, enter into and carry out the terms of this Agreement.

5. **Disclosure**

The Shareholder agrees that the details of this Agreement may be set out in any press release, information circular or other communication of the Acquiror and/or the Target issued, made or given in connection with the Proposed Transaction or the Arrangement Agreement and that this Agreement may be made publicly available on SEDAR+ or filed with the securities regulatory authorities in Canada, and otherwise to the extent required by law.

6. **Termination.**

This Agreement shall automatically terminate on the earlier of the date, if any, that (a) the Arrangement Agreement is terminated in accordance with its terms; or (b) the board of directors of the Acquiror publicly announces that it has received an Acquisition Proposal (as defined in the Arrangement Agreement) that it has determined constitutes a Superior Proposal (as defined in the Arrangement Agreement) and the Target does not exercise its right to match such Superior Proposal in accordance with Section 7.2 of the Arrangement Agreement.

7. **Miscellaneous.**

- (a) Each of the Parties agrees to execute such further and other deeds, documents and assurances and to do such further and other acts as may be necessary to carry out the true intent and meaning of this Agreement fully and effectually.
- (b) It is understood and agreed that monetary damages would not be a sufficient remedy for any breach of this Agreement by the Shareholder. Without prejudice to the rights and remedies otherwise available to it, the Acquiror or the Target shall be entitled to equitable relief by way of injunction or otherwise if the Shareholder breaches, or threatens to breach, any of the provisions of this Agreement. The Acquiror or the Target shall not be required to obtain or furnish any bond or similar instrument in connection with or as a condition to obtaining or seeking any such remedy. Notwithstanding that damages may be readily quantifiable, the Shareholder agrees not to plead sufficiency of damages as a defense in any such proceeding and the Shareholder further agrees to not oppose the Acquiror or the Target in seeking or the granting of such relief.
- (c) This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the Parties relating to the same and all past courses of dealing or industry custom. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of the Parties. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent

breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, privilege or remedy that it has or may have hereunder operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise of any such right, power, privilege or remedy hereunder.

- (d) This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the Ontario Superior Court of Justice in respect of all matters arising under and in relation to this Agreement and waives any defences to the maintenance of an action in the Ontario Superior Court of Justice. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.
- (e) In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties, and shall in no way be affected, impaired or invalidated. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument.

Please confirm your agreement with the foregoing by signing a copy of this Agreement where indicated below and returning the same to the undersigned by facsimile or email.

[Signature page to follow]

Sincerely yours,

EVP Capital Inc.

“Lorne Sugarman”

Per: Authorized Signatory

Sharp Edge Labs, Inc.

“Scott Sneddon”

Per: Authorized Signatory

ACCEPTED AND AGREED to with effect from the 20th day of June, 2024.

Skytrade Corporation

Name of Shareholder

“Phil Meretsky”

Signature of Shareholder

President

Title (if applicable)

150,000

Number of Shares Held

[REDACTED]

Address