

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

2459425 ONTARIO LIMITED (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

2459425 ONTARIO LIMITED

Per: "Zyshan Kaba" (Signed) _____
Zyshan Kaba
Authorized Signatory

2459425 Ontario Limited _____

(Print Name of Shareholder)

Ontario, Canada _____

(Place of Residency)

Zyshan Kaba, Director _____

(Print Name and Title)

Address: [Redacted – Personal Information] _____

Telephone: [Redacted – Personal Information] _____

Email: [Redacted – Personal Information] _____

6,632,690 Common Shares _____
(Number of Company Shares Held)

573,210 _____
(Number of Company Options Held)

1,099,622 _____
(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

2578218 ONTARIO LTD. (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

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“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

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“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin

Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

2578218 ONTARIO LTD.

Per: "Zachary Goldenberg" (Signed)
Zachary Goldenberg
Authorized Signatory

2578218 Ontario Ltd.

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

Zachary Goldenberg, Director

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

7,430,460 Common Shares

(Number of Company Shares Held)

622,021

(Number of Company Options Held)

981,994

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

10926957 CANADA INC. (the "Shareholder")

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the "Purchaser")

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the "**Vendor**") and Tiidal Gaming Group Corp. (the "**Company**") dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the "**Share Purchase Agreement**"), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the "**Tiidal NZ Shares**") from the Vendor (the "**Transaction**");

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

N WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

10926957 CANADA INC.

Per: "Pritpal Singh" (Signed) _____
Pritpal Singh
Authorized Signatory

10926957 Canada Inc. _____

(Print Name of Shareholder)

Ontario, Canada _____

(Place of Residency)

Pritpal Singh, Director _____

(Print Name and Title)

Address: [Redacted – Personal Information] _____

Telephone: [Redacted – Personal Information] _____

Email: [Redacted – Personal Information] _____

437,500 Common Shares _____
(Number of Company Shares Held)

Nil _____
(Number of Company Options Held)

761,994 _____
(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

CARLO RIGILLO (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

"Carlo Rigillo" (Signed)

Carlo Rigillo

Carlo Rigillo

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

(Print Name and Title)

Address: *[Redacted - Personal Information]*

Telephone: *[Redacted - Personal Information]*

Email: *[Redacted - Personal Information]*

162,720 Common Shares

(Number of Company Shares Held)

Nil

(Number of Company Options Held)

162,720

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

DAVID WANG (the "Shareholder")

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the "Purchaser")

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the "**Vendor**") and Tiidal Gaming Group Corp. (the "**Company**") dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the "**Share Purchase Agreement**"), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the "**Tiidal NZ Shares**") from the Vendor (the "**Transaction**");

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

"David Wang" (Signed)

David Wang

David Wang

(Print Name of Shareholder)

Nevada, USA

(Place of Residency)

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

1,692,250 Common Shares

(Number of Company Shares Held)

861,900

(Number of Company Options Held)

100,000

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

ESPORTS GLOBAL PARTNERS INC. (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin

Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ESPORTS GLOBAL PARTNERS INC.

Per: "*Neil Duffy*" (Signed) _____
Neil Duffy
Authorized Signatory

Esports Global Partners Inc.

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

Neil Duffy, Director

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

400,000 Common Shares

(Number of Company Shares Held)

861,900

(Number of Company Options Held)

81,550

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

MAKSYMILIAN POLACZUK (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin

Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

“*Maksymilian Polaczuk*” (Signed)

Maksymilian Polaczuk

Maksymilian Polaczuk

(Print Name of Shareholder)

New Zealand

(Place of Residency)

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

1,296,740 Common Shares

(Number of Company Shares Held)

1,000,000

(Number of Company Options Held)

150,320

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

NEIL DUFFY (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

“Neil Duffy” (Signed)

Neil Duffy

Neil Duffy

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: _____

Email: [Redacted – Personal Information]

Nil Common Shares

(Number of Company Shares Held)

Nil

(Number of Company Options Held)

Nil

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

PRITPAL SINGH (the "Shareholder")

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the "Purchaser")

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the "**Vendor**") and Tiidal Gaming Group Corp. (the "**Company**") dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the "**Share Purchase Agreement**"), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the "**Tiidal NZ Shares**") from the Vendor (the "**Transaction**");

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin

Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

"Pritpal Singh" (Signed)

Pritpal Singh

Pritpal Singh

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

300,000 Common Shares

(Number of Company Shares Held)

250,000

(Number of Company Options Held)

Nil

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

THEESIS CAPITAL INC. (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

THESIS CAPITAL INC.

Per: "*Pritpal Singh*" (Signed) _____
Pritpal Singh
Authorized Signatory

Thesis Capital inc. _____

(Print Name of Shareholder)

Ontario, Canada _____

(Place of Residency)

Pritpal Singh, Director _____

(Print Name and Title)

Address: [Redacted – Personal Information] _____

Telephone: [Redacted – Personal Information] _____

Email: [Redacted – Personal Information] _____

8,718,312 Common Shares _____
(Number of Company Shares Held)

573,210 _____
(Number of Company Options Held)

1,482,500 _____
(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

THOMAS HEARNE (the "Shareholder")

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the "Purchaser")

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the "Vendor") and Tiidal Gaming Group Corp. (the "Company") dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the "Share Purchase Agreement"), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the "Tiidal NZ Shares") from the Vendor (the "Transaction");

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

"affiliate" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

"Thomas Hearne" (Signed)

Thomas Hearne

Thomas Hearne

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

2,448,360 Common Shares

(Number of Company Shares Held)

1,500,000

(Number of Company Options Held)

1,542,987

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

ZACHARY GOLDENBERG (the "Shareholder")

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the "Purchaser")

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the "**Vendor**") and Tiidal Gaming Group Corp. (the "**Company**") dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the "**Share Purchase Agreement**"), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the "**Tiidal NZ Shares**") from the Vendor (the "**Transaction**");

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

"**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

“Zachary Goldenberg” (Signed)

Zachary Goldenberg

Zachary Goldenberg

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

1,100,000 Common Shares

(Number of Company Shares Held)

250,000

(Number of Company Options Held)

900,000

(Number of Company Warrants Held)

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of March 13, 2023

AMONG:

ZYSHAN KABA (the “Shareholder”)

- and -

ENTAIN HOLDINGS (UK) LIMITED, a company existing under the laws of the United Kingdom (the “Purchaser”)

RECITALS:

WHEREAS, pursuant to a share purchase and sale agreement between the Purchaser, Tiidal Gaming Holdings Inc. (the “Vendor”) and Tiidal Gaming Group Corp. (the “Company”) dated as of the date of this Agreement (as may be amended, modified or supplemented from time to time in accordance with its terms, the “Share Purchase Agreement”), the Purchaser proposes to, among other things, acquire all of the issued and outstanding ordinary shares in the capital of Tiidal Gaming NZ Limited (the “Tiidal NZ Shares”) from the Vendor (the “Transaction”);

AND WHEREAS, it is contemplated that the Transaction will comprise a sale, lease or exchange of all or substantially all of the property of the Company other than in the ordinary course of business of the Company within the meaning of Section 184(3) of the *Business Corporations Act* (Ontario), thus requiring the approval of the Transaction by the Company Shareholders by way of a special resolution;

AND WHEREAS, the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below) listed on the Shareholder signature page attached to this Agreement;

AND WHEREAS, as a condition to the willingness of the Purchaser to enter into the Share Purchase Agreement and incur the obligations set forth in the Share Purchase Agreement, the Purchaser has required that the Shareholder enter into this Agreement;

AND WHEREAS, this Agreement sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein;

NOW THEREFORE, in consideration of the mutual 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 hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions.

Unless indicated otherwise, where used in this Agreement, capitalized terms used but not defined shall have the meanings ascribed thereto in the Share Purchase Agreement and the following terms shall have the following meanings (and grammatical variations of such terms have corresponding meanings), including the recitals:

“affiliate” of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether

directly or indirectly, and “control” and any derivation thereof means the holding of voting securities of another entity sufficient to elect a majority of the board of directors (or the equivalent) of such entity;

“**Agreement**” means this voting support agreement between the Shareholder and the Purchaser, as it may be amended, modified or supplemented from time to time in accordance with its terms;

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which major banks are generally closed for business in Auckland, New Zealand, London, United Kingdom or Toronto, Ontario, as the context requires;

“**Circular**” means the notice of the Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to the Company Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Share Purchase Agreement;

“**Company**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Company Options**” means options to purchase Company Shares which have been granted pursuant to the Company’s stock option plan;

“**Company Shareholders**” means the registered or beneficial holders of the Company Shares, as the context requires;

“**Company Shares**” means Common Shares in the capital of the Company;

“**Company Warrants**” means warrants to purchase Company Shares;

“**Completion**” means means the completion of the sale and purchase of the Tiidal NZ Shares in accordance with the terms and conditions of the Share Purchase Agreement and, where the context requires, also means the time at which Completion takes place or is to take place;

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi- governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

“**Meeting**” means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting, in accordance with the terms of the Share Purchase Agreement, to be called to consider the Resolution;

“**Notice**” has the meaning ascribed thereto in Section 4.9;

“**Parties**” means the Shareholder and the Purchaser and “**Party**” means any one of them;

“**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

“**Purchaser**” has the meaning ascribed thereto in the recitals to this Agreement;

“**Resolution**” means the special resolution of the Company Shareholders to be considered at the Meeting for the purpose of approving the Transaction.

“Securities Authority” means all applicable securities regulatory authorities, including the applicable securities commissions or similar regulatory authorities in each of the provinces of Canada;

“SEDAR” means the System for Electronic Document Analysis Retrieval;

“Share Purchase Agreement” has the meaning ascribed thereto in the recitals to this Agreement;

“Shareholder” has the meaning ascribed thereto in the recitals to this Agreement;

“Subject Shares” means the Company Shares, Company Options and Company Warrants listed on the Shareholder signature page attached to this Agreement and any Company Shares, Company Options and Company Warrants acquired by the Shareholder or any of its affiliates subsequent to the date of this Agreement, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into;

“Tidal NZ Shares” has the meaning ascribed thereto in the recitals to this Agreement; and

“Transaction” has the meaning ascribed thereto in the recitals to this Agreement.

1.2 Gender and Number.

Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

1.3 Currency.

All references to dollars or to “\$” are references to Canadian dollars.

1.4 Headings.

The division of this Agreement into Articles and Sections and the insertion of the recitals and headings are for convenient reference only and do not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement, as applicable.

1.5 Date for any Action.

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Toronto Time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. (Toronto Time) on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Agreement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding Business Day.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder.

The Shareholder represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Shareholder, if the Shareholder is not a natural person, is a corporation or other entity validly existing under the laws of the jurisdiction of its existence.

- (b) The Shareholder, if the Shareholder is not a natural person, has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against the Shareholder 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.
- (c) As at the date of this Agreement, the Shareholder, directly or indirectly, exercises control or direction over all of the Subject Shares listed on the Shareholder signature page attached to this Agreement. Other than the Subject Shares, neither the Shareholder nor any of its affiliates, beneficially own, directly or indirectly, or exercise control or direction over any additional securities convertible or exchangeable into any Company Shares.
- (d) As at the date of this Agreement, the Shareholder is, and immediately following the record date for the Meeting the Shareholder will be, directly or indirectly, the sole beneficial owner of the Subject Shares listed on the Shareholder signature page attached to this Agreement, with good and marketable title thereto.
- (e) The Shareholder has the sole right to sell or direct the sale of the Subject Shares listed on the Shareholder signature page attached to this Agreement. To the extent that those Subject Shares have the right to vote, the Shareholder has the sole right to vote or direct the voting of those Subject Shares.
- (f) 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 the Purchaser pursuant to this Agreement or the Share Purchase Agreement.
- (g) No material consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of the Shareholder's obligations under this Agreement.
- (h) None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind, except this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions by the Shareholder contemplated hereby or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Shareholder (if the Shareholder is not a natural person); (ii) any contract to which the Shareholder is a party or by which the Shareholder is bound; (iii) any judgment, decree, order or award of any Governmental Entity applicable to the Shareholder; or (iv) any law applicable to the Shareholder, except in each case as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder.

2.2 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Share Purchase Agreement) that:

- (a) The Purchaser is a company duly formed and validly existing under the laws of the United Kingdom and has the requisite power and authority to enter into and perform its obligations under this Agreement and the Share Purchase Agreement. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser 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.
- (b) None of the execution and delivery by the Purchaser of this Agreement or the compliance by the Purchaser with the Purchaser's obligations hereunder or the Purchaser's completion of the transactions contemplated herein and in the Share Purchase Agreement will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of the Purchaser; (ii) any contract to which the Purchaser is a party or by which the Purchaser is bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable law.
- (c) No material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, other than those which are contemplated by the Share Purchase Agreement.
- (d) There are no claims, actions, suits, audits, proceedings or investigations pending against the Purchaser that, individually or in the aggregate, could reasonably, as the case may be, be expected to have a material and adverse effect on the ability of either the Purchaser to execute and deliver this Agreement and the Purchaser's ability to materially perform its obligations contemplated by this Agreement or the Share Purchase Agreement.
- (e) The Purchaser has made adequate arrangements to ensure that all required funds are and will be available to carry out the Purchaser's obligations under the Share Purchase Agreement, including to complete the Transaction and to pay, in accordance with the terms and conditions of the Share Purchase Agreement, the Purchase Price payable to the Vendor.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder.

- (a) The Shareholder hereby covenants and agrees in favour of the Purchaser that, from the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, except as permitted by this Agreement:
 - (i) at the Meeting, or in any other circumstances upon which a vote, consent or other approval with respect to the Resolution or the transactions contemplated by the Share Purchase Agreement is sought (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting in favour of the Resolution and the Transaction;
 - (ii) at any meeting of securityholders of the Company 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 securityholders of the Company is sought in respect of any matter that could reasonably be expected to delay, prevent, impede or frustrate the successful

completion of the Transaction and each of the transactions contemplated by the Share Purchase Agreement (the “**Prohibited Matters**”) (including by written consent in lieu of a meeting), the Shareholder shall cause all its Subject Shares which carry the right to vote at such meeting to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all its Subject Shares which carry the right to vote at such meeting against the Prohibited Matters;

- (iii) the Shareholder shall revoke any and all proxies previously granted or voting instruction forms or other voting documents previously delivered that may conflict or be inconsistent with the Shareholder’s covenants and agreements set forth in this Agreement;
 - (iv) the Shareholder agrees that he, she or it will not, directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement to Transfer any of its Subject Shares to any Person prior to the record date for the Meeting, 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 as contemplated in this Agreement;
 - (v) the Shareholder shall not exercise any rights of appraisal or rights of dissent, as applicable, in respect of the Resolution or the Transaction that the Shareholder may have;
 - (vi) the Shareholder: (i) agrees to notify the Purchaser promptly of any new Company Shares or Subject Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such new Company Shares or Subject Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement; and
 - (vii) without limiting the generality of Section 4.13, no later than five Business Days prior to the date of the Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder and entitled to vote at the Meeting, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery; and (ii) with respect to any Subject Shares 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 be voted at the Meeting in favour of the Resolution, with a copy delivered to the Purchaser concurrently with such delivery. Such proxy or proxies shall name those individuals as may be designated by the Company in the Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Purchaser.
- (b) From the date of this Agreement until the termination of this Agreement in accordance with Section 4.1, subject to Section 4.5, the Shareholder will not, and will ensure that its affiliates do not, directly or indirectly, through any officer, director, employee, representative or agent or otherwise:
- (i) solicit proxies or become a participant in a solicitation of proxies in opposition to or competition with the Transaction;
 - (ii) assist any Person in taking or planning any action that would reasonably be expected to compete with, restrain or otherwise serve to interfere with or inhibit the Transaction;

- (iii) act jointly or in concert with others with respect to voting securities of the Company for the purpose of opposing or competing with the Transaction; or
 - (iv) knowingly encourage any effort or attempt by any other Person to do or seek to do any of the foregoing.
- (c) The Shareholder hereby consents to, to the extent required by law:
- (i) details of this Agreement being set out in any press release, proxy statement, including the Circular, and court documents produced by the Company or the Purchaser or any of their respective affiliates in connection with the Transaction in accordance with the provisions of the Share Purchase Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR operated on behalf of the Securities Authorities with all reasonable redactions made at the request of the Shareholder.
- (d) Except as required by applicable law or stock exchange requirements, the Shareholder will not, and will ensure that its affiliates and representatives do not, make any public announcement with respect to the transactions contemplated herein or pursuant to the Share Purchase Agreement without the prior written approval of the Purchaser.

ARTICLE 4 GENERAL

4.1 Termination.

This Agreement will terminate and be of no further force or effect upon the earliest to occur of:

- (a) the mutual agreement in writing of the Shareholder and the Purchaser;
- (b) the date, if any, that the Share Purchase Agreement is terminated or cancelled in accordance with its terms;
- (c) the Completion; or
- (d) the Longstop Date.

4.2 Time of the Essence.

Time is of the essence in this Agreement.

4.3 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 4.1, no Party will have any further liability to perform any of its covenants and agreements under this Agreement, provided that neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

4.4 Equitable Relief.

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance

with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond or security for costs 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.

4.5 Capacity and Fiduciary Duty.

The Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his, her or its capacity as a shareholder of the Company and that the provisions of this Agreement shall not be deemed or interpreted to bind the Shareholder or any of its affiliates or their directors, officers, shareholders, employees or agents in his or her capacity as a director or officer of the Company or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any Party from properly discharging his or her fiduciary duties as a director or officer of the Company or any of its subsidiaries and nothing in this Agreement shall prevent a Shareholder who is a member of the board of directors or an officer of the Company from engaging in such Shareholder's capacity as a director or officer of the Company or any of its subsidiaries.

4.6 Control

If any of the Subject Shares are held through a nominee, corporation, trust or other legal entity, including but not limited to a broker or other financial intermediary, over which the Shareholder has control as defined in the legislation governing the ownership of the property of such nominee, corporation, trust or other legal entity (either alone or in conjunction with any other Person), the Shareholder will vote or will cause to be voted such Subject Shares and exercise its power and authority to ensure that this Agreement is complied with by such nominee, corporation, trust or other legal entity.

4.7 Waiver; Amendment.

The Parties agree and confirm that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed to constitute a waiver of any other provision (whether or not similar).

4.8 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

4.9 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") (must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

3rd Floor One New Change
London, United Kingdom, EC4M 9AFC

Attention: Kiri Flutter
Email: [Redacted – Personal Information]

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

DLA Piper (Canada) LLP
2800 666 Burrard Street
Vancouver, BC V6C 2Z7

Attention: Don Collie
Email: [Redacted – Personal Information]

- (b) to the Shareholder, at the address set out in the Shareholder signature page attached to this Agreement.

Any Notice or other communication is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing Notice in accordance with the foregoing. Any subsequent Notice or other communication must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice or other communication to that Party. The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party.

4.10 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall 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 shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.11 Successors and Assigns.

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no 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 Parties hereto.

4.12 Independent Legal Advice.

Each of the Parties hereby 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.

4.13 Further Assurances.

The Parties hereto will, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and the Parties will provide such further documents or instruments required by the other Parties as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

4.14 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.

4.15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

4.16 Counterparts.

This Agreement may be executed in any number of counterparts (including counterparts delivery by facsimile or similar electronic copy) 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.]

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

ENTAIN HOLDINGS (UK) LIMITED

Per: "Robert Hoskin" (Signed)

Robert Hoskin
Authorized Signatory

IN WITNESS OF WHICH the Parties have executed this Agreement as at the date first above written.

“Zyshan Kaba” (Signed)

Zyshan Kaba

Zyshan Kaba

(Print Name of Shareholder)

Ontario, Canada

(Place of Residency)

(Print Name and Title)

Address: [Redacted – Personal Information]

Telephone: [Redacted – Personal Information]

Email: [Redacted – Personal Information]

405,350 Common Shares

(Number of Company Shares Held)

250,000

(Number of Company Options Held)

300,000

(Number of Company Warrants Held)