SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 2)*

WM Technology, Inc.

(Name of Issuer)

Class A common stock

(Title of Class of Securities)

92971A109

(CUSIP Number)

Ira J. Schacter
200 Liberty Street,
New York, NY, 10281
212-504-6000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

12/17/2024

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 92971A109

1	Name of reporting person Justin Hartfield
2	Check the appropriate box if a member of a Group (See Instructions)

		☐ (a) ☑ (b)
3		SEC use only
4		Source of funds (See Instructions) SC
5		Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6		Citizenship or place of organization UNITED STATES
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 19,339,746.00
	8	Shared Voting Power 10,040,150.00
	9	Sole Dispositive Power 19,339,746.00
	10	Shared Dispositive Power 10,040,150.00
11		Aggregate amount beneficially owned by each reporting person 29,379,896.00
12		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13		Percent of class represented by amount in Row (11) 19.3 %
14		Type of Reporting Person (See Instructions) IN

Comment for Type of Reporting Person: Row 7 and Row 9 include 61,679 shares of Class A common stock and 19,278,067 shares of Class V common stock Row 8 and Row 10 include 8,469,191 shares of Class V common stock held directly by Ghost Media, LLC ('Ghost Media1) and 1,570,959 shares of Class V common stock held directly by WM Founders Legacy II, LLC ('WMFL II'). Ghost Media is controlled by Mr. Justin Hartfield and Mr. Douglas Francis, and WMFL II is controlled by Mr. Hartfield. Accordingly, Mr. Hartfield may be deemed to be a beneficial owner of the shares held by Ghost Media and WMFL II. Row 11 includes shares of Class A common stock and Class V common stock. The percentage in Row 13 is calculated based on a total of 152,434,611 shares of the Issuer's Class A common stock and Class V common stock outstanding as of August 5, 2024.

SCHEDULE 13D

CUSIP No. 92971A109

	Name of reporting person
1	Douglas Francis
	Check the appropriate box if a member of a Group (See Instructions)
2	☐ (a) ☑ (b)
3	SEC use only
4	Source of funds (See Instructions)

	SC	
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	☐
6	Citizenship or place of organization	UNITED STATES
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power	21,566,556.00
	8 Shared Voting Power	10,538,365.00
	9 Sole Dispositive Power	21,566,556.00
	10 Shared Dispositive Power	10,538,365.00
11	Aggregate amount beneficially owned by each reporting person	32,104,920.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	☐
13	Percent of class represented by amount in Row (11)	20.5 %
14	Type of Reporting Person (See Instructions)	IN

Comment for Type of Reporting Person: Row 7 and Row 9 include 9,134,738 shares of Class A common stock and 12,431,818 shares of Class V common stock Row 8 and Row 10 include 8,469,191 shares of Class V common stock held directly by Ghost Media, 1,468,555 shares held directly by WM Founders Legacy I, LLC ('WMFL I') and 600,618 shares of Class V common stock held directly by Genco Incentives LLC ('Genco'). Ghost Media is controlled by Mr. Hartfield and Mr. Francis, and WMFL I and Genco are controlled by Mr. Francis. Accordingly, Mr. Francis may be deemed to be a beneficial owner of the shares held by Ghost Media, WMFL I and Genco. Row 11 includes shares of Class A common stock and Class V common stock and includes 4,342,391 shares of Class A common stock underlying restricted stock units which were granted to Mr. Francis on November 7, 2024 and which vest in roughly equal quarterly installments over 4 years beginning on February 15, 2025, subject to his continuous employment by the Issuer. The percentage in Row 13 is calculated based on a total of 152,434,611 shares of the Issuer's Class A common stock and Class V common stock outstanding as of August 5, 2024, plus the 4,342,391 underlying the restricted stock units referred to directly above.

SCHEDULE 13D

CUSIP No. 92971A109

1	Name of reporting person	Ghost Media Group, LLC
2	Check the appropriate box if a member of a Group (See Instructions)	☐ (a) ☑ (b)
3	SEC use only	
4	Source of funds (See Instructions)	SC
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	

☐

Citizenship or place of organization

6

NEVADA

Number of Shares Beneficially Owned by Each Reporting Person With:

Sole Voting Power

7

0.00

Shared Voting Power

8

8,469,191.00

Sole Dispositive Power

9

0.00

Shared Dispositive Power

10

8,469,191.00

Aggregate amount beneficially owned by each reporting person

11

8,469,191.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

☐

Percent of class represented by amount in Row (11)

13

5.6 %

Type of Reporting Person (See Instructions)

14

OO

Comment for Type of Reporting Person: Row 8 and Row 10 include shares of Class V common stock which are held directly by Ghost Media. Ghost Media is controlled by Mr. Hartfield and Mr. Francis. Accordingly, Mr. Hartfield and Mr. Francis may be deemed to be beneficial owners of the shares held by Ghost Media. Row 11 includes shares of Class V common stock. The percentage in Row 13 is calculated based on a total of 152,434,611 shares of the Issuer's Class A common stock and Class V common stock outstanding as of August 5, 2024.

SCHEDULE 13D

CUSIP No. 92971A109

Name of reporting person

1

WM Founders Legacy I, LLC

Check the appropriate box if a member of a Group (See Instructions)

2

☐ (a)
☑ (b)

3 SEC use only

Source of funds (See Instructions)

4

SC

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

☐

Citizenship or place of organization

6

DELAWARE

Number of Shares Beneficially Owned by

Sole Voting Power

7

0.00

8 Shared Voting Power

Each Reporting Person With:		1,468,555.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,468,555.00
11		Aggregate amount beneficially owned by each reporting person 1,468,555.00
12		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13		Percent of class represented by amount in Row (11) 1.0 %
14		Type of Reporting Person (See Instructions) OO

Comment for Type of Reporting Person: Row 8 and Row 10 include shares of Class V common stock which are held directly by WMFL I. WMFL I is controlled by Mr. Francis. Accordingly, Mr. Francis may be deemed to be beneficial owner of the shares held by WMFL I. Row 11 includes shares of Class V common stock. The percentage in Row 13 is calculated based on a total of 152,434,611 shares of the Issuer's Class A common stock and Class V common stock outstanding as of August 5, 2024.

SCHEDULE 13D

CUSIP No. 92971A109

1		Name of reporting person WM Founders Legacy II, LLC
2		Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☑ (b)
3		SEC use only
4		Source of funds (See Instructions) SC
5		Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6		Citizenship or place of organization DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 0.00
	8	Shared Voting Power 1,570,959.00
	9	Sole Dispositive Power 0.00
	10	Shared Dispositive Power 1,570,959.00

11	Aggregate amount beneficially owned by each reporting person	1,570,959.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	☐
13	Percent of class represented by amount in Row (11)	1.0 %
14	Type of Reporting Person (See Instructions)	OO

Comment for Type of Reporting Person: Row 8 and Row 10 include shares of Class V common stock which are held directly by WMFL II. WMFL II is controlled by Mr. Francis. Accordingly, Mr. Francis may be deemed to be beneficial owner of the shares held by WMFL II. Row 11 includes shares of Class V common stock. The percentage in Row 13 is calculated based on a total of 152,434,611 shares of the Issuer's Class A common stock and Class V common stock outstanding as of August 5, 2024.

SCHEDULE 13D

CUSIP No. 92971A109

1	Name of reporting person	Genco Incentives, LLC
2	Check the appropriate box if a member of a Group (See Instructions)	☐ (a) ☑ (b)
3	SEC use only	
4	Source of funds (See Instructions)	SC, OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)	☐
6	Citizenship or place of organization	DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power	0.00
	8 Shared Voting Power	600,618.00
	9 Sole Dispositive Power	0.00
	10 Shared Dispositive Power	600,618.00
11	Aggregate amount beneficially owned by each reporting person	600,618.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)	☐
13	Percent of class represented by amount in Row (11)	

0.4 %

Type of Reporting Person (See Instructions)

14

OO

Comment for Type of Reporting Person: Row 8 and Row 10 include shares of Class V common stock which are held directly by Genco. Genco is controlled by Mr. Francis. Accordingly, Mr. Francis may be deemed to be beneficial owner of the shares held by Genco. Row 11 includes shares of Class V common stock. The percentage in Row 13 is calculated based on a total of 152,434,611 shares of the Issuer's Class A common stock and Class V common stock outstanding as of August 5, 2024.

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Class A common stock

Name of Issuer:

(b)

WM Technology, Inc.

Address of Issuer's Principal Executive Offices:

(c)

41 Discovery, Irvine, CALIFORNIA , 92618.

Item 1 Comment: Explanatory Note This Amendment No. 2 (this "Amendment") amends and supplements the Schedule 13D originally filed by the Reporting Persons with the Securities and Exchange Commission on June 28, 2021 relating to the Class A common stock and Class V common stock of the Issuer, as amended by Amendment No. 1 thereto filed on May 31, 2024 (collectively, the "Original Schedule 13D" and, as amended and supplemented by this Amendment, this "Schedule 13D"). Unless otherwise amended hereby, all information previously filed on the Original Schedule 13D remains in effect. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable. Capitalized terms not defined in this Amendment have the meanings ascribed to them in the Original Schedule 13D. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.

Item 3. Source and Amount of Funds or Other Consideration

The information set forth under the heading "Employment Agreement" in Item 4 is incorporated by reference into this Item 3.

Item 4. Purpose of Transaction

Item 4 of the Original Schedule 13D is hereby amended and restated in its entirety as follows: On December 17, 2024, Mr. Francis and Mr. Hartfield, each a Reporting Person, submitted a non-binding proposal (the "Proposal") to the board of directors of the Issuer (the "Board") to acquire all of the outstanding shares of Class A common stock and Class V common stock of the Issuer not owned by the Reporting Persons and their affiliates at a purchase price equal to $1.70 per share in cash (the "Transaction"). This Proposal represents a substantial premium to relevant trading metrics, including a 39% premium to the closing price as of December 17, 2024, a 52% premium to the implied Enterprise Value as of December 17, 2024, and a 65% premium to the volume-weighted average price (VWAP) in the last year. The foregoing description of the Proposal is qualified in its entirety by reference to the Proposal, a copy of which is attached hereto as Exhibit 99.1, and is incorporated into this Item 4 by reference. The Proposal may result in one or more of the transactions, events or actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act, including, but not limited to, an acquisition of additional securities of the Issuer, an extraordinary corporate transaction (such as a merger) involving the Issuer, other transactions which may have the effect of causing the Class A common stock to become eligible for termination of registration under Section 12(g) of the Act or become delisted from The Nasdaq Global Select Market and other material changes in the Issuer's business or corporate structure. There can be no assurance that the foregoing, or anything contemplated by the Proposal, will result in any definitive agreement with respect to a Transaction or any other potential transaction involving the Reporting Persons or their affiliates and the Issuer or any of its affiliates, or, if a transaction is undertaken, as to its timing or terms, including price, or whether it will be consummated. The Reporting Persons reserve the right to modify or withdraw the Proposal at any time. The Reporting Persons previously reported on the Original Schedule 13D that the Reporting Persons, as part the consideration and evaluation of their investment, have been and will be engaging in discussions on an ongoing basis with potential sources of debt and equity financing and with the Issuer and its representatives. In furtherance of such discussions, on October 29, 2024, Ghost Media and the Issuer entered into an agreement (the "Confidentiality Agreement") pursuant to which, among other things, Ghost Media agreed to certain confidentiality provisions. The foregoing description of the Confidentiality Agreement is qualified in its entirety by reference to the Confidentiality Agreement, a copy of which it attached hereto as Exhibit 99.2, and is incorporated into this Item 4 by reference. The Reporting Persons and their representatives expect to pursue discussions with potential financing sources, including but not limited to in connection with providing committed

financing for the Proposal. The Reporting Persons also expect to respond to inquiries from, and negotiate the terms of the Proposal and the Transaction with, the Board or a committee of the Board and/or its representatives. The Reporting Persons do not intend to update additional disclosures regarding the Proposal until a definitive agreement has been reached, or unless disclosure is otherwise required under applicable U.S. securities laws. The Reporting Persons previously reported on the Original Schedule 13D that the Reporting Persons purchased the securities described therein for investment purposes with the aim of increasing the value of their investment in the Issuer. Subject to applicable legal requirements, one or more of the Reporting Persons may purchase additional securities of the Issuer from time to time in open market or private transactions on such terms and at such times as each may decide. In addition, depending upon the factors referred to herein, the Reporting Persons may dispose of all or a portion of their securities of the Issuer at any time. The Reporting Persons may also engage from time to time in ordinary course transactions with financial institutions with respect to the securities described herein. Each of the Reporting Persons reserves the right to increase or decrease its holdings on such terms and at such times as each may decide. The Reporting Persons previously reported on the Original Schedule 13D that the Reporting Persons have determined to consider and evaluate one or more potential transactions which may result in one or more of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act, including, but not limited to, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, sale of a material amount of assets of the Issuer or its subsidiaries, or other transactions which might have the effect of causing the Class A common stock to become eligible for termination of registration under Section 12(g) of the Act. The Reporting Persons reserve the right to change their investment intent at any time, to formulate other plans or make other proposals which could result in one or more of the transactions, events or actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act, and to modify or withdraw any such plans or proposals at any time. Moreover, any actions described in this Item 4 that the Reporting Persons might undertake may be made at any time and from time to time and such determinations will be dependent upon the Reporting Persons' review of numerous factors, including, but not limited to, an ongoing evaluation of the Issuer's business, financial condition, operations and prospects; availability and terms of financing; the market for the Issuer's securities; other developments concerning the Issuer; the reaction of the Issuer to the Reporting Persons' ownership of the Issuer's securities; other opportunities available to the Reporting Persons; price levels of the Issuer's securities; general market, industry and economic conditions; and other future developments affecting the Issuer. Other than as described in this Item 4 above, the Reporting Persons do not have any current plans or proposals that relate to or that would result in any of the transactions or other matters specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act. Neither this Schedule 13D nor the Proposal is an offer to purchase or a solicitation of an offer to sell any securities. Employment Agreement In connection with his appointment to serve as Chief Executive Officer of the Issuer, the Issuer entered into an executive employment agreement with Mr. Francis, a Reporting Person, dated November 7, 2024 (the "Employment Agreement"), pursuant to which Mr. Francis is entitled to receive (i) service-based vesting restricted stock units under the Issuer's 2021 Stock Incentive Plan (the "Plan") with a grant date fair value of $3,995,000.00, which vest quarterly in substantially equal installments over a three-year period, subject to Mr. Francis' continuous service with the Issuer ("Service RSUs") and (ii) performance-based vesting restricted stock units under the Plan with a grant date fair value of $3,995,000.00 ("Performance RSUs"), which vest upon the achievement of certain stock performance milestones. The foregoing description of the Employment Agreement is qualified in its entirety by reference to the Employment Agreement, the Plan and the award agreements with respect to the Service RSUs and the Performance RSUs, which are attached hereto as Exhibits 99.4, 99.5, 99.6 and 99.7, respectively, and incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

(c) Item 5 of the Original Schedule 13D is hereby amended and supplemented by the following: The information set forth under the heading "Employment Agreement" in Item 4 is incorporated by reference into this Item 5. Other than the foregoing, there have been no other transactions by the Reporting Persons in the securities of the Issuer that were effected within the past 60 days.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Original Schedule 13D is hereby amended and supplemented by the following: The information set forth in Item 4 is incorporated by reference into this Item 6.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Original Schedule 13D is hereby amended and restated in its entirety as follows: 99.1 Non-binding Proposal Letter, dated as of December 17, 2024, from certain of the Reporting Persons to the Board of Directors of the Issuer 99.2 Confidentiality Agreement, dated October 29, 2024 99.3 Joint Filing Statement, dated December 17, 2024 99.4 Employment Agreement, dated as of November 7, 2024, by and between Ghost Management Group, LLC and Doug Francis (incorporated by reference from Exhibit 10.3 to the Issuer's Form 10-Q dated September 30, 2024 and filed with the Securities and Exchange Commission on November 12, 2024) 99.5 2021 Stock Incentive Plan (incorporated by reference from Exhibit 10.7 to the Issuer's Form 8-K dated June 16, 2021 and filed with the Securities and Exchange Commission on June 22, 2021) 99.6 Service RSU Grant Notice and Award Agreement 99.7 Performance RSU Grant Notice and Award Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Justin Hartfield

Signature: /s/ Justin Hartfield
Name/Title: Justin Hartfield
Date: 12/18/2024

Douglas Francis

Signature: /s/ Douglas Francis
Name/Title: Douglas Francis
Date: 12/18/2024

Ghost Media Group, LLC

Signature: /s/ Douglas Francis
Name/Title: Douglas Francis, Manager
Date: 12/18/2024

WM Founders Legacy I, LLC

Signature: /s/ Douglas Francis
Name/Title: Douglas Francis, Manager
Date: 12/18/2024

WM Founders Legacy II, LLC

Signature: /s/ Douglas Francis
Name/Title: Douglas Francis, Manager
Date: 12/18/2024

Genco Incentives, LLC

Signature: /s/ Douglas Francis
Name/Title: Douglas Francis, Manager
Date: 12/18/2024

Exhibit 99.1

December 17, 2024

Board of Directors
WM Technology, Inc.
41 Discovery
Irvine, California 92618

Dear Members of the Board of Directors:

We are pleased to submit this non-binding proposal to acquire all of the outstanding shares of common stock (Class A and Class V) of WM Technology, Inc. ("WM" or the "Company") that we do not currently own (the "Transaction") for $1.70 per share in cash (the "Offer Price").

We firmly believe that our proposed Transaction is in the best interests of WM stockholders as well as all WM stakeholders, including its employees, clients, and end-users. Our proposal presents the Company's public stockholders with a value-maximizing alternative to WM's current strategic trajectory and an opportunity to de-risk their investment.

As Co-Founders and WM's largest stockholders, we are deeply passionate about the Company and the licensed cannabis industry. When we first decided to take the Company public, there was an expectation that the tailwinds emerging in 2020-2021 across the licensed cannabis end-markets, coupled with the support of institutional public equity investors gained with a Nasdaq listing, would allow WM to capitalize on growth opportunities in an accelerated manner and create sustainable long-term stockholder value. Today, however, WM is facing significant headwinds, with licensed end-markets continuing to decline from the peak volumes achieved at the time of the Company's deSPAC transaction in 2021. Further, the continued consolidation of cannabis retailers and brands among large multi-state operators, coupled with the increased entry of traditional technology providers into cannabis, are creating significant risks for WM's current business model as a public company. Our proposal would provide public stockholders with immediate liquidity and certainty of value at a significant premium to current trading levels.

We have summarized the proposed terms of the Transaction below:

Offer Price

We are prepared to offer $1.70 per share in cash for all of the outstanding shares of common stock (Class A and Class V) of the Company that we do not currently own. This offer represents a substantial premium to relevant trading metrics, including:

- 39% premium to the closing price as of December 17, 2024,
- 52% premium to the implied Enterprise Value as of December 17, 2024,
- 65% premium to the volume-weighted average price (VWAP) in the last year.

Financing

As part of the Transaction, we would plan to roll 100% of our current equity interests in the Company, which account for approximately 32% of common shares outstanding. Since we filed an amendment to our Schedule 13D, we have engaged in discussions with financing sources who have spent significant time with us to understand WM and validate our thesis. We have received proposals from these potential financing partners and are highly confident in securing the debt and equity financing required for our proposal based on these conversations.

As we plan to secure fully-committed financing prior to signing a definitive agreement, the Transaction would not be contingent on financing.

Confirmatory Due Diligence

We have spent significant time and resources reviewing the publicly-available information on the Company as well as the diligence materials provided by the Company in preparing our offer, and will make further commitments of time and resources in order to consummate the Transaction expeditiously. Given our history with WM and the work that we have completed with our financing sources, we anticipate that their remaining confirmatory due diligence will be limited in scope and can be completed quickly.

Transaction Process

Our proposal will be conditioned upon (a) the approval by a Special Committee of the Board (after consulting with its advisors, provided the Special Committee is comprised of disinterested directors that are fully independent and empowered to consider our proposal) and, on the Special Committee's recommendation, the full Board and (b) a fully-informed approval of the holders of a majority of the shares of the Company's stock that will not be rolled into the Transaction.

If another potential buyer of the Company should submit a competing proposal, we would be willing to engage in discussions with such buyer in our capacity as stockholders of the Company. However, we have no intention to vote our stock in favor of any alternative or competing sale, merger or similar transaction involving the Company. Further, we think a competing proposal is highly unlikely now or in the future given the magnitude of the tax receivable agreement (TRA) payment that would be due in such a transaction, which is estimated to be over $100 million at our Offer Price.

We currently intend to remain stockholders of the Company if a potential transaction cannot be completed under the terms envisioned by our proposal.

Definitive Agreement

We anticipate that the definitive merger agreement, which will be negotiated on mutually-acceptable terms, will contain customary terms and conditions for transactions of similar size and nature. We expect to be in a position to execute a definitive agreement in 3-4 weeks.

Disclosure

In accordance with our legal obligations, we will promptly file an amendment to our Schedule 13D, including a copy of this letter.

Advisors

To assist us in consummating the proposed Transaction, we have engaged Jefferies LLC ("Jefferies") as financial advisor, and Cadwalader, Wickersham & Taft LLP ("Cadwalader") as legal counsel.

Our proposal is a non-binding expression of interest only and does not constitute an offer to purchase the Company or any securities or assets of the Company that is subject to binding acceptance. We reserve the right to withdraw or modify our proposal at any time. No legal obligation with respect to our proposal or any other transaction shall arise unless and until we have executed definitive transaction documentation with the Company.

We would welcome the opportunity to engage with you to further explain the merits of our proposal and work with the Board and Special Committee to explore a Transaction. To the extent you have any questions with regard to our proposal, please feel free to contact our advisors at Jefferies and Cadwalader.

Sincerely,

/s/ Doug Francis and /s/ Justin Hartfield

Doug Francis and Justin Hartfield
Co-Founders of WM Technology, Inc.

Exhibit 99.2

WM TECHNOLOGY, INC.
41 Discovery
Irvine, California

October 29, 2024

Ghost Media Group, LLC
43 Discovery, Suite 200
Irvine, California 92618

Ladies and Gentlemen:

In connection with the consideration by Ghost Media Group, LLC, a Nevada limited liability company ("Recipient"), of a possible negotiated transaction (the "Possible Transaction") with or involving WM Technology, Inc., a Delaware corporation (collectively with its subsidiaries, the "Company"), acting at the direction of the Special Committee (the "Special Committee") of its Board of Directors, the Company is prepared to make available to Recipient, following Recipient's execution and delivery of this letter agreement, certain information concerning the business, operations, employees, finances, assets and liabilities of the Company. As a condition to such information being furnished, Recipient agrees to, and to cause its Representatives (as defined below) to, treat any Evaluation Material and Transaction Information (in each case, as defined below) in accordance with the provisions of this letter agreement, and to otherwise comply with the terms set forth herein. Therefore, Recipient and the Company hereby agree as follows:

1. For purposes of this letter agreement:

   a. "Affiliate" means, with respect to any specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified person; provided that, for purposes of this letter agreement, (A) Douglas Francis (subject to paragraph 24 of this letter agreement) and Justin Hartfield shall be deemed to be Affiliates of Recipient, (B) the Company shall be deemed to not be an Affiliate of the Recipient or any Affiliate of the Recipient, and (C) the Recipient and its Affiliates shall be deemed to not be Affiliates of the Company;

   b. "control" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more persons, means the possession, directly or indirectly, or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a person, whether through the ownership of voting securities or as trustee, personal representative or executor, by contract or otherwise;

c. "Evaluation Material" means all information, data, documents, agreements, files and other materials, whether disclosed orally or disclosed or stored in written, electronic or other form or media, relating to the Company, which is obtained from or disclosed by the Company or its Representatives after the date hereof, together with any notes, analyses, reports, compilations, studies, interpretations, memoranda or other documents (regardless of the form thereof) prepared by Recipient or any of its Representatives to the extent they contain or are based upon any information furnished by the Company or its Representatives pursuant hereto. The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by Recipient or its Representatives that violates the terms of this letter agreement or other obligation of confidentiality to the Company or any third party; (ii) is demonstrated to have been within the possession of Recipient or its Representatives prior to it being furnished to it pursuant hereto, provided that such information is not subject to another obligation of confidentiality to the Company or any third party; (iii) is or becomes available to Recipient from a source other than the Company or any of its Representatives, provided that such information is not subject to another obligation of confidentiality to the Company or any third party; or (iv) is demonstrated to have been independently developed by or on behalf Recipient or its Representatives without utilizing any Evaluation Material or otherwise violating the terms of this letter agreement;

d. "Financing Sources" means any actual or potential source of financing (debt, equity or otherwise);

e. "Law" means any applicable law, regulation (including, without limitation, any rule, regulation or policy statement of any organized securities exchange, market or automated quotation system), request for information by a governmental authority, or valid and effective legal process, including but not limited to by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process);

f. "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership or other legal or business entity, government or governmental authority or any individual;

g. "Representatives" means, with respect to any person, (i) such person's Affiliates and (ii) and such person's and each of its Affiliates' respective directors, managers, officers, equityholders, employees, attorneys, accountants, consultants, agents, advisors and Financing Sources; provided that, for purposes of this letter agreement, when Douglas Francis is acting in his capacity as a Representative of Recipient, he shall be deemed not to be a Representative of the Company; and

h. "Transaction Information" means, except to the extent such information is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by Recipient or its Representatives that violates the terms of this letter agreement, (i) the fact that investigations, discussions or negotiations are taking place or have taken place concerning a Possible Transaction, (ii) any of the terms, conditions or other information with respect to a Possible Transaction, including, without limitation, the status thereof and the Company's and Recipient's consideration of a Possible Transaction, or (iii) the existence of this letter agreement or the fact that Evaluation Material has been made available to Recipient or its Representatives.

2. Recipient hereby agrees that Recipient and its Representatives (i) shall use the Evaluation Material solely for the purpose of evaluating, negotiating, consummating or advising with respect to a Possible Transaction, (ii) shall keep the Evaluation Material confidential and (iii) will not disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (A) subject to and in compliance with paragraph 6 of this letter agreement, Recipient and its Representatives may disclose Evaluation Material which is required by Law (provided that the requirement by Law to make such disclosure does not arise from a violation by Recipient or its Representatives of the provisions of this letter agreement) and (B) Evaluation Material may be disclosed to Recipient's Representatives who (x) need to know such information for the purpose of evaluating, negotiating or advising with respect to a Possible Transaction and (y) are directed by Recipient to comply with the terms of this letter agreement to the same extent as if such Representative were a party hereto. In any event, Recipient shall be responsible for any breach of this letter agreement by any of its Representatives as if such Representatives are party hereto.

3. Recipient and its Representatives shall not disclose any Transaction Information without the prior written consent (including by email) of the Special Committee; provided that (i) Transaction Information may be disclosed to Recipient's Representatives who (A) need to know such information for the purpose of evaluating, negotiating or advising with respect to a Possible Transaction and (B) are directed by Recipient to comply with the terms of this letter agreement to the same extent as if such Representative were a party hereto and (i) the foregoing shall not prohibit Recipient, Douglas Francis, Justin Hartfield, any "Reporting Persons" (as defined on the Schedule 13D filed in connection with Recipient's investment in the Company on June 28, 2021 and as amended or otherwise modified from time to time), any Affiliate of any of the foregoing, or any other member of any group of investors in the Company that includes any of the foregoing from filing one or more amendments to such Schedule 13D or any additional filings on Schedule 13D disclosing any information required by Law to be disclosed thereunder, including but not limited to the execution, delivery and terms of this letter agreement (a copy of which may be filed as an exhibit to any such Schedule 13D amendment), the determination of any such requirement for disclosure being in the sole discretion of Recipient or other filing persons, as applicable.

4. Recipient agrees that, without the prior written consent (including by email) of the Special Committee (not to be unreasonably withheld, conditioned or delayed), neither Recipient nor any of its Representatives will disclose any Evaluation Material to any Financing Sources other than those Financing Sources set forth on Exhibit A (such consented to Financing Sources together with those Financing Sources set forth on Exhibit A, the "Approved Financing Sources"). The Company hereby agrees that the Company and its Affiliates (i) shall not identify Recipient or any Approved Financing Source by name or other identifiable description as being involved in discussions or negotiations concerning this letter agreement or the Possible Transaction, (ii) shall keep such information confidential and (iii) will not disclose any of Transaction Information in any manner whatsoever; provided, however, that (A) the Company and its Representatives may disclose such information which is required by Law (provided that the requirement by Law to make such disclosure does not arise from a violation by the Company or its Representatives of the provisions of this letter agreement) and (B) such information may be disclosed to the Company's Representatives who (x) need to know such information for the purpose of evaluating, negotiating or advising with respect to a Possible Transaction with Recipient or any of its Affiliates and (y) are directed by the Company to comply with the terms of this letter agreement to the same extent as if such Representative were a party hereto. In any event, the Company shall be responsible for any breach of this letter agreement by any of its Representatives as if such Representatives are party hereto. The Company shall not, and shall cause its Affiliates and Representatives not to, without the prior written consent of Recipient, contact or communicate with any Approved Financing Source in connection with the Possible Transaction.

5. Recipient understands that the Company has the right, in its sole and absolute discretion, to determine what Evaluation Material to make available to Recipient and that the Company reserves the right to adopt additional specific measures to protect the confidentiality of certain sensitive Evaluation Material so long as such specific measures are disclosed in advance to the Recipient prior to the disclosure of such sensitive Evaluation Material.

6. In the event that Recipient or any of its Representatives is requested or required by Law to disclose any of the Evaluation Material, Recipient shall, except as prohibited by Law, provide the Company with prompt written notice (including by email) of any such request or requirement so that the Company may seek, at the Company's sole cost and expense, a protective order or other appropriate remedy and/or waive compliance with the provisions of this letter agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, Recipient or any of its Representatives nonetheless is requested or required by Law to disclose Evaluation Material to any tribunal or other governmental authority or otherwise, Recipient or its Representatives may disclose to such tribunal or governmental authority or otherwise only that portion of the Evaluation Material which Recipient's or its Representative's legal counsel advises is legally required to be disclosed; provided that Recipient shall exercise its commercially reasonable efforts to preserve the confidentiality of the Evaluation Material, including by cooperating with the Company, at the Company's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material.

7. Recipient hereby represents and warrants, on behalf of itself and its Affiliates, that (i) it is not acting as a broker for, or Representative of, any other person in connection with a Possible Transaction, and is considering a Possible Transaction only for its own account and for the account of its controlled Affiliates and (ii) neither it nor any of its Representatives (on its behalf) has entered into, directly or indirectly through its Affiliates, any agreement, arrangement or understanding (whether written or oral) that would restrict the ability of any person to provide financing (debt, equity or otherwise) to any other person for a Possible Transaction.

8. Recipient hereby agrees on behalf of itself and its Affiliates that, without the prior written consent of the Special Committee, (i) it will not act as a joint bidder or co-bidder with any other person with respect to a Possible Transaction, provided that no Financing Source, nor any existing direct or indirect holder of any securities of the Company that elects to roll over or exchange such securities for any securities of a direct or indirect entity involved in the Possible Transaction, shall be considered a joint bidder or co-bidder, and (ii) it will not enter, and will not cause any of its Representatives to enter, into any agreement, arrangement or understanding (whether written or oral) that would directly or indirectly restrict the ability of any person to provide financing (debt, equity or otherwise) to any other person for a Possible Transaction or directly or indirectly restrict the ability of any other person to provide any such financing.

9. If Recipient decides that it does not wish to proceed with a Possible Transaction, Recipient will promptly inform the Company of that decision. In that case, or at any time, upon the written request (including by email) of the Special Committee for any reason, Recipient will promptly (and in no event later than ten (10) business days after such request) deliver to the Company or destroy (at Recipient's election in any combination) all Evaluation Material (and all copies thereof) furnished to Recipient or its Representatives by or on behalf of the Company pursuant hereto and Recipient and its Representatives shall not retain any copies, extracts or other reproductions in whole or in part of such material, subject to the provisos in the next sentence. In the event of a decision to destroy, except as required by Law, all Evaluation Material shall be destroyed and no copy thereof (including Evaluation Material stored electronically) shall be retained and such destruction shall, upon the Special Committee's written request (including by email), be confirmed in writing (including by email) to the Company by an authorized officer supervising such destruction; provided that Recipient and its Representatives shall not be required to delete Evaluation Material from back-up, archival electronic storage, provided that (i) Recipient and its Representatives' personnel whose functions are not primarily information technology in nature do not access such retained copies and (ii) Recipient and its Representatives' personnel whose functions are primarily information technology in nature access such copies only as necessary for the performance of their information technology duties (e.g., for purposes of system recovery). Notwithstanding such return, destruction or retention of the Evaluation Material, during the term of this letter agreement (subject to paragraph 22 of this letter agreement), Recipient and its Representatives will continue to be bound by its and their respective obligations of confidentiality and other obligations hereunder.

10. Recipient acknowledges and agrees that it is aware (and that its Representatives are aware or, upon receipt of any Evaluation Material, will be advised by Recipient) that (i) the Evaluation Material being furnished to it or its Representatives may contain material, non-public information regarding the Company or third parties and (ii) the United States securities Laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

11. Recipient agrees that all communications regarding a Possible Transaction, all requests for additional information, facility tours or management meetings and all discussions or questions regarding procedures with respect to a Possible Transaction, will be submitted or directed to the following individuals: Wilco Faessen, Senior Managing Director, e-mail: wilco.faessen@evercore.com; Zaheed Kajani, Senior Managing Director, e-mail: zaheed.kajani@evercore.com; Frederik Michel, Managing Director, e-mail: frederik.michel@evercore.com. Without the prior written consent (including by email) of the Special Committee, Recipient will not, directly or indirectly, contact or communicate with any officer, employee, agent, supplier, vendor, distributor, customer, or securityholder of the Company regarding the Evaluation Material or a Possible Transaction.

12. In consideration of the Evaluation Material being furnished to it, Recipient hereby agrees that, for a period of twelve (12) months after the date hereof, neither it nor any of its Affiliates will, directly or indirectly, employ or solicit to employ any officers or management-level employees of the Company, without obtaining the prior written consent of the Special Committee; provided, however, that the foregoing shall not prohibit Recipient or its Affiliates from: (i) soliciting employees through general job advertisements or similar notices that are not targeted specifically at such employees of the Company; or (ii) soliciting and hiring employees whose employment with the Company or the relevant subsidiary has terminated (other than for cause) at least three (3) months prior to the date of this letter agreement.

13. Each party hereto understands and agrees that no contract or agreement providing for any transaction involving the other party hereto shall be deemed to exist unless and until a final definitive agreement has been executed and delivered by all necessary parties. Recipient acknowledges that neither the Company nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Evaluation Material, or any use thereof. The Company on behalf of itself and its Representatives hereby expressly disclaims all such warranties, including any implied warranties of merchantability and fitness for a particular purpose, non-infringement and accuracy, and any warranties arising out of course of performance, course of dealing or usage of trade. Neither Recipient nor its Representatives shall be entitled to rely on the accuracy or completeness of any Evaluation Material or of any other information concerning the Company, and neither the Company nor any of its Representatives shall have any liability to Recipient or any of its Representatives resulting from Recipient's or any of its Representatives' use of any Evaluation Material or any such other information concerning the Company. Recipient shall only be entitled to rely on such representations and warranties as may be made to Recipient in a final definitive agreement relating to a Possible Transaction, when, as and if it is executed, subject to the terms and conditions of any such agreement. Each party also agrees that unless and until a final definitive agreement regarding a transaction between the parties hereto has been executed and delivered by all necessary parties, neither party will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this letter agreement or any other written or oral expression with respect to such transaction, except for the matters specifically agreed to herein. Recipient and its Representatives shall not make, and hereby waive in advance, any claims whatsoever against the Company or any of its Representatives with respect to the enforcement of this letter agreement or the review, use or content of any Evaluation Material or any errors therein or omissions therefrom (including, without limitation, any conclusions that Recipient or any of its Representatives derive from Evaluation Material), or any action taken or any inaction occurring in reliance on Evaluation Material. Each party acknowledges and agrees that (i) the other party hereto reserves the right, in its sole and absolute discretion, to reject any and all proposals with regard to a transaction between the parties hereto, (ii) both parties reserve the right to terminate discussions and negotiations at any time and for any reason or no reason and (iii) this letter agreement does not create any fiduciary duties or other similar duties between the parties. For the purposes of this paragraph, the term "final definitive agreement" shall not include this letter agreement, an executed non-binding letter of intent or any other preliminary written agreement, nor does it include any verbal acceptance by the Company of any offer or bid on Recipient's part.

14. Recipient also acknowledges and agrees that (i) the Company and its Representatives may conduct the process that may or may not result in a Possible Transaction in such manner as the Company, in its sole and absolute discretion, may determine (including, without limitation, negotiating and entering into a final acquisition agreement with any third party without notice to Recipient) and (ii) the Company reserves the right to change, in its sole and absolute discretion, at any time and without notice to Recipient, the procedures relating to the Company's and Recipient's consideration of a Possible Transaction regardless of whether such changes have been communicated by Recipient. Each party hereto shall be responsible for its own costs and expenses in connection with the evaluation and negotiation of a Possible Transaction.

15. As between the Company and Recipient, all Evaluation Material (including, without limitation, all copies, extracts and portions thereof) is and shall remain the sole property of the Company. Recipient does not acquire (by license or otherwise, whether express or implied) any intellectual property rights or other rights under this letter agreement or any disclosure hereunder, except the limited right to use such Evaluation Material in accordance with the express provisions of this letter agreement.

16. It is understood and agreed that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Each party represents to the other party that this letter agreement is a valid and binding agreement that has been duly authorized, executed and delivered by it. Each party agrees that it will not, directly or indirectly, contest the validity or enforceability of this letter agreement on any grounds, including as being against public policy, as having been improperly induced or otherwise, whether by the initiation of any legal proceeding for such purpose or the intervention, participation or attempted intervention or participation in any manner in any other legal proceeding initiated by another person or otherwise. Each party acknowledges that the provisions protecting the Evaluation Material and Transaction Information and good will of the Company's businesses set forth in this letter agreement are fair and reasonable. If any term, covenant, restriction or other provision of this letter agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, all other terms, covenants, restrictions and other provisions of this letter agreement shall nevertheless remain in full force and effect and shall in no way be affected, impaired or invalidated. If any term, covenant, restriction or other provision of this letter agreement is determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties hereto agree that the court making such determination may modify such term, covenant, restriction or other provision in a manner consistent with its objectives such that it is enforceable, and in its modified form, such term, covenant, restriction or other provision will then be enforceable and will be enforced for all purposes contemplated by this letter agreement.

18. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by Recipient or any of its Representatives and that the Company shall be entitled to seek equitable relief, including, without limitation, injunction and specific performance (without the proof of actual damages), as a remedy for any such breach or to prevent breaches or threatened breaches of this letter agreement. Recipient also agrees that it and its Representatives shall waive any requirement for the security or posting of any bond in connection with any such relief. Such remedies shall not be deemed to be the exclusive remedies for a breach of this letter agreement but shall be in addition to all other remedies available at law or equity**.**

19. The Company is represented in the Possible Transaction by the law firm Allen Overy Shearman Sterling US LLP ("A&O Shearman"). By participating in the process for the Possible Transaction and executing this letter agreement, Recipient is agreeing to waive any actual or potential conflict of interest that A&O Shearman (or any of its affiliated entities) may have as a result of A&O Shearman's representation of the Company in the Possible Transaction.

20. This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) for any actions, suits or proceedings arising out of or relating to this letter agreement and the transactions contemplated hereby (and each party agrees not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to its address set forth above shall be effective service of process for any action, suit or proceeding brought against it in any such court. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this letter agreement or the transactions contemplated hereby, in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO SPECIFICALLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER, OR RELATED TO, THIS LETTER AGREEMENT.

21. Neither party may assign, in whole or in part, any of its rights or obligations under this letter agreement to any person or entity without the prior written consent of Recipient (in the event of an assignment by the Company) or the Special Committee (in the event of an assignment by Recipient). Any purported assignment without such consent shall be void. This letter agreement shall inure to the benefit of, and be binding upon, each of the parties and their respective successors and permitted assigns. This letter agreement contains the entire agreement between the parties hereto concerning the subject matter hereof, and no modification of this letter agreement or waiver of the terms and conditions hereof will be binding unless approved in writing by both parties (and in the case of the Company, the Special Committee). In the event of any conflict between the terms of this letter agreement and the terms of any user, click-through or similar agreement with respect to any electronic, online or web-based data room established in connection with a Possible Transaction, the terms of this letter agreement shall prevail.

22. The obligations of each of the parties under this letter agreement shall remain in effect for a period of eighteen (18) months after the date of this letter agreement, except as otherwise stated herein; provided that Recipient and its Representatives shall maintain in accordance with the confidentiality obligations set forth herein any Evaluation Material constituting trade secrets for such time as such information constitutes a "trade secret" of the Company, as defined under 18 U.S.C. § 1839(3), provided, further, that nothing herein shall relieve any party hereto from liability for any breach of this letter agreement occurring prior to such termination.

23. This letter agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of this letter agreement and all of which, taken together, shall be deemed to constitute one and the same instrument. No such counterpart need contain the signatures of all parties to this letter agreement and the exchange of signed counterparts by each of the parties, including exchange by facsimile transmission or similar electronic means, shall constitute effective execution and delivery of this letter agreement.

24. Recipient and the Company acknowledge that Douglas Francis serves as acting chief executive, director and executive chairman of the Company and, notwithstanding anything else in this letter agreement, references to Recipient, Recipient's Affiliates, or Recipient's Representatives hereunder shall not be deemed to include Douglas Francis to the extent he is acting in his capacities as acting chief executive, director or executive chairman of the Company. Notwithstanding the foregoing, Recipient and the Company acknowledge that nothing in this letter agreement is intended to waive any fiduciary or confidentiality obligations of Douglas Francis to the Company in his capacities as chief executive, director or executive chairman of the Company.

[Remainder of Page Left Blank Intentionally]

Please confirm Recipient's agreement with the foregoing by signing and returning one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement between Recipient and the Company.

Very truly yours,

GHOST MEDIA GROUP, LLC

By: /s/ Douglas Francis
Name: Douglas Francis
Title: Manager

Accepted and agreed as of the date first written above:

WM TECHNOLOGY, INC.

By: /s/ Brian Camire
Name: Brian Camire
Title: General Counsel

Exhibit 99.3

JOINT FILING STATEMENT

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing, along with all other such undersigned, on behalf of the Reporting Persons (as defined in the joint filing), of a statement on Schedule 13D (including amendments thereto) with respect to the Class A common stock and Class V common stock of WM Technology, Inc., and that this agreement be included as an Exhibit 99.1 to such joint filing. This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments, and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others.

Date: December 17, 2024

/s/ Justin Hartfield
Justin Hartfield

/s/ Douglas Francis
Douglas Francis

Ghost Media, LLC

/s/ Douglas Francis
By: Douglas Francis
Title: Manager

WM Founders Legacy I, LLC

/s/ Douglas Francis
By: Douglas Francis
Title: Manager

WM Founders Legacy II, LLC

/s/ Justin Hartfield
By: Justin Hartfield
Title: Manager

Genco Incentives, LLC

/s/ Douglas Francis
By: Douglas Francis
Title: Manager

Exhibit 99.6

WM Technology, Inc.
RSU Award Grant Notice
(WM Technology, Inc. 2021 Equity Incentive Plan)

WM Technology, Inc. (the "***Company***") has awarded to you (the "***Participant***") the number of restricted stock units specified and on the terms set forth below in consideration of your services (the "***RSU Award***"). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the WM Technology, Inc. 2021 Equity Incentive Plan (the "***Plan***") and the Award Agreement (the "***Agreement***"), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant:	Douglas Francis
Date of Grant:	November 7, 2024
Vesting Commencement Date:	November 16, 2024
Number of Restricted Stock Units:	4,342,391

Vesting Schedule: 1/12th of the Restricted Stock Units shall vest on each Quarterly Date following the Vesting Commencement Date. "Quarterly Date" means each of February 15, May 15, August 15 and November 15. Notwithstanding the foregoing, vesting shall terminate upon the Participant's termination of Continuous Service.

Issuance Schedule: One share of Common Stock will be issued at the time set forth in Section 5 of the Agreement for each restricted stock unit which vests.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the "***Grant Notice"),*** and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the "***RSU Award Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.

- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the document containing the Plan information specified in Section 10(a) of the Securities Act (the "Prospectus"). In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.

- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.

WM Technology, Inc.:

By: /s/ Brian Camire
Signature

Title: General Counsel
Date: Nov 14, 2024

Participant:

By: /s/ Douglas Francis
Signature

Date: Nov 12, 2024

Attachments: RSU Award Agreement, 2021 Equity Incentive Plan

ATTACHMENT I

WM TECHNOLOGY, INC.
2021 EQUITY INCENTIVE PLAN

AWARD AGREEMENT (RSU AWARD)

As reflected by your RSU Award Grant Notice ("***Grant Notice***"), WM Technology, Inc. (the "***Company***") has granted you a RSU Award under the WM Technology, Inc. 2021 Equity Incentive Plan (the "***Plan***") for the number of restricted stock units as indicated in your Grant Notice (the "***RSU Award***"). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (the "***Agreement***") and the Grant Notice constitute your "***RSU Award Agreement***". Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your RSU Award is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 7 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your RSU Award;

(b) Section 10(e) of the Plan regarding the Company's retained rights to terminate your Continuous Service notwithstanding the grant of the RSU Award; and

(c) Section 9(c) of the Plan regarding the tax consequences of your RSU Award.

Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE RSU AWARD. This RSU Award represents your right to be issued on a future date the number of shares of the Company's Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice as modified to reflect any Capitalization Adjustment and subject to your satisfaction of the vesting conditions set forth therein (the "***Restricted Stock Units").*** Any additional Restricted Stock Units that become subject to the RSU Award pursuant to Capitalization Adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. DIVIDENDS. You shall receive no benefit or adjustment to this RSU Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment; provided, however, that this sentence will not apply with respect to any shares of Common Stock that are delivered to you in connection with your RSU Award after such shares have been delivered to you.

4. WITHHOLDING OBLIGATIONS. As further provided in Section 9 of the Plan, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with your RSU Award (the "***Withholding Obligation")*** in accordance with the withholding procedures established by the Company. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award. In the event the Withholding Obligation of the Company arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

5. Date of Issuance.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with Treasury Regulations Section 1.409A-1(b)(4) and will be construed and administered in such a manner. Subject to the satisfaction of the Withholding Obligation, if any, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 above, and subject to any different provisions in the Grant Notice). Each issuance date determined by this paragraph is referred to as an "***Original Issuance Date***."

(b) To the extent the RSU Award is a Non-Exempt RSU Award, the provisions of Section 12 of the Plan shall apply.

6. Transferability. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. Corporate Transaction. Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. No Liability for Taxes. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

9. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. Other Documents. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's Trading Policy.

11. Questions. If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

ATTACHMENT II

2021 EQUITY INCENTIVE PLAN

Exhibit 99.7

WM Technology, Inc.
2021 Equity Incentive Plan

PRSU Award Grant Notice

WM Technology, Inc. (the "***Company***") has awarded to you (the "***Participant***") this award of performance-based restricted stock units ("***PRSUs***") on the terms set forth below in consideration of your services (the "***PRSU Award***"). Your PRSU Award is subject to all of the terms and conditions as set forth herein and in the WM Technology, Inc. 2021 Equity Incentive Plan (the "***Plan***") and the Award Agreement (the "***Agreement***"), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant:	Douglas Francis
Date of Grant:	November 7, 2024
Performance Period:	November 7, 2024 through December 31, 2027
Target Number of PRSUs:	4,342,391
Maximum Number of PRSUs:	4,342,391

Vesting Schedule: The number of PRSUs subject to the PRSU Award that may vest will be determined in accordance with Vesting Criteria set forth in Attachment Ito this PRSU Award Grant Notice (the "***Vesting Criteria***"). The Target Number of PRSUs represents the number of PRSUs that would vest if you satisfy the service vesting conditions set forth in the Vesting Criteria and the Company achieves 100% of the Company's target performance goals specified in the Vesting Criteria. In no event will more than the Maximum Number of PRSUs vest. Except to the extent otherwise specified in the Vesting Criteria, in the event you cease to provide Continuous Service for any or no reason before you vest in the PRSUs, the PRSUs and your right to acquire any shares of Common Stock hereunder will immediately terminate.

Issuance Schedule: In addition and notwithstanding the provisions of the Vesting Criteria or Section 5 of the Agreement, no shares of Common Stock issuable to you as a result of the vesting of one or more PRSUs will be issued to you until any filings that may be required pursuant to the Hart-Scott-Rodino ("***HSR***") Act in connection with the issuance of such shares have been filed and any required waiting period under the HSR Act has expired or been terminated, and the issuance of such shares shall be accordingly delayed; provided, that such delay shall in no event be later than the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under the PRSU Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d).

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The PRSU Award is governed by this PRSU Award Grant Notice (the "***Grant Notice***"), and the provisions of the Plan and the Agreement, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (together, the "***PRSU Award Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.

- You have read and are familiar with the provisions of the Plan, the PRSU Award Agreement and the document containing the Plan information specified in Section 10(a) of the Securities Act (the "***Prospectus***"). In the event of any conflict between the provisions in the PRSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.

- The PRSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern the PRSU Award.

WM Technology, Inc.:

By: /s/ Brian Camire
Signature

Title: General Counsel
Date: Nov 14, 2024

Participant:

By: /s/ Douglas Francis
Signature

Date: Nov 12, 2024

Attachments: Vesting Criteria, PRSU Award Agreement, 2021 Equity Incentive Plan

ATTACHMENT I

WM TECHNOLOGY, INC.
2021 EQUITY INCENTIVE PLAN

VESTING CRITERIA

The number of PRSU that may vest will be determined in accordance with the following criteria. The Maximum Number of PRSUs shall equal 100% of the Target Number of PRSUs.

1. PERFORMANCE PERIOD.

The performance period for the achievement of the performance requirements set forth in Section 2 shall be the period beginning on November 7, 2024 and ending on December 31, 2027 (the "***Performance Period***").

2. PERFORMANCE REQUIREMENTS.

(a) At any applicable time during Performance Period that a Common Stock Target Achievement is met, but in no event past the 90-day period following the end of the Performance Period, the Compensation Committee shall approve the applicable number of PRSUs that shall be eligible to vest based on the applicable Common Stock Target Achievement during the Performance Period (the "***Share Price Determination Date***").

(b) As determined by the Compensation Committee on the Share Price Determination Date, the PRSUs shall as follows:

(i) One half of the PRSUs will vest if the volume weighted average price of the Common Stock during any period of 30 trading days during the Performance Period equals or exceeds $3.25 (the "***$3.25 Common Stock Target Achievement***"); and

(ii) One half of the PRSUs will vest if the volume weighted average price of the Common Stock during any period of 30 trading days during the Performance Period equals or exceeds $5.00 (the "***$5.00 Common Stock Target Achievement***," and together with the $3.25 Common Stock Target Achievement, each a "***Common Stock Target Achievement***")

(c) Notwithstanding anything to the contrary herein, in no event shall the number of PRSUs that may vest exceed the Maximum Number of PRSUs specified in the Grant Notice.

(d) Any PRSUs that are not determined eligible to vest on the Determination Date shall immediately terminate and be forfeited.

3. SERVICE REQUIREMENT.

You must remain in Continuous Service through the Common Stock Target Achievement date in order for the applicable portion of the PRSUs to vest.

ATTACHMENT II

WM TECHNOLOGY, INC.
2021 EQUITY INCENTIVE PLAN

AWARD AGREEMENT (PRSU AWARD)

As reflected by your PRSU Award Grant Notice ("***Grant Notice***"), WM Technology, Inc. (the "***Company***") has granted you a PRSU Award under the WM Technology, Inc. 2021 Equity Incentive Plan (the "***Plan***") for the number of performance-based restricted stock units as indicated in your Grant Notice (the "***PRSU Award***"). The terms of your PRSU Award as specified in this Award Agreement for your PRSU Award (the "***Agreement***") and the Grant Notice constitute your "***PRSU Award Agreement***". Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your PRSU Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your PRSU Award is subject to all the provisions of the Plan,

including but not limited to the provisions in:

(a) Section 7 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your PRSU Award;

(b) Section 10(e) of the Plan regarding the Company's retained rights to terminate your Continuous Service notwithstanding the grant of the PRSU Award; and

(c) Section 9(c) of the Plan regarding the tax consequences of your PRSU Award.

Your PRSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the PRSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE PRSU AWARD. This PRSU Award represents your right to be issued on a future date the number of shares of the Company's Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice as modified to reflect any Capitalization Adjustment and subject to your satisfaction of the vesting conditions set forth in Attachment I to the Grant Notice (the "***PRSUs").*** Any additional PRSUs that become subject to the PRSU Award pursuant to Capitalization Adjustments as set forth in the Plan, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other PRSUs covered by your PRSU Award.

3. DIVIDENDS. You shall receive no benefit or adjustment to this PRSU Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment; provided, however, that this sentence will not apply with respect to any shares of Common Stock that are delivered to you in connection with your PRSU Award after such shares have been delivered to you.

4. WITHHOLDING OBLIGATIONS. As further provided in Section 9 of the Plan, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax withholding obligations, if any, which arise in connection with your PRSU Award (the *"Withholding **Obligation")*** in accordance with the withholding procedures established by the Company. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the PRSU Award. In the event the Withholding Obligation of the Company arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

5. Date of Issuance.

(a) The issuance of shares in respect of the PRSUs is intended to comply with Treasury Regulations Section 1.409A-1(b)(4) and will be construed and administered in such a manner. Subject to the satisfaction of the Withholding Obligation, if any, in the event one or more PRSUs vest, the Company shall issue to you one (1) share of Common Stock (subject to any adjustment under Section 3 above, and subject to any different provisions in the Grant Notice) for each PRSU that vests, with such issuance to occur no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under the PRSU Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d).

(b) To the extent the PRSU Award is a Non-Exempt Award, the provisions of Section 12 of the Plan shall apply.

6. Transferability. Except as otherwise provided in the Plan, your PRSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. Corporate Transaction. Your PRSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. No Liability for Taxes. As a condition to accepting the PRSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the PRSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the PRSU Award and have either done so or knowingly and voluntarily declined to do so.

9. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. Other Documents. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's Trading Policy.

11. Questions. If you have questions regarding these or any other terms and conditions applicable to your PRSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

ATTACHMENT III

WM TECHNOLOGY, INC.
2021 EQUITY INCENTIVE PLAN