LIQUOREM HOLDINGS CORP.

SUBSCRIPTION AGREEMENT
(COMMON STOCK)

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) AND REGULATION CROWDFUNDING OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT WITHOUT A CHANGE IN THEIR LIFESTYLE.

THIS AGREEMENT CONTAINS AN IRREVOCABLE VOTING PROXY IN FAVOR OF THE LEAD INVESTOR (SECTION 11), ADDITIONAL TRANSFER RESTRICTIONS (SECTION 10), AND A BINDING ARBITRATION PROVISION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER (SECTION 12). PLEASE READ THEM CAREFULLY.

The Board of Directors of:

LIQUOREM HOLDINGS CORP.
739 Old Clemson Road, Columbia, SC 29229

1. **Background.** The undersigned understands that Liquorem Holdings Corp., a Delaware corporation (the "***Company***"), is conducting an offering (the "***Offering***") under Section 4(a)(6) of the Securities Act of 1933, as amended (the "***Securities Act***") and Regulation Crowdfunding promulgated thereunder. This Offering is made pursuant to the Form C of the Company that has been filed by the Company with the Securities and Exchange Commission and is being made available on the Wefunder crowdfunding portal's (the "***Portal***") website, as the same may be amended from time to time (the "***Form C***") and the Offering Statement, which is included therein (the "***Offering Statement***"). The Company is offering to both accredited and non-accredited investors shares of its Common Stock, $0.00001 par value per Share (each a "***Share***" and, collectively, the "***Shares***" or "***Securities***") at a purchase price of $1.20 per Share; provided, however, that if the undersigned has an active Wefunder VIP Membership or subscribes before the Company has received investment commitments of $250,000.00 in the Offering, then the undersigned will receive (i) a reduced purchase price of $1.00 per Share (such purchase

price whether with or without the discount, the "***Purchase Price***"), and (ii) a $13,771,281 pre-money valuation instead of a $17,961,676 pre-money valuation. The minimum amount or target amount to be raised in the Offering is $100,000.00 (the "***Target Offering Amount***") and the maximum amount to be raised in the Offering is $1,235,000.00 (the "***Maximum Offering Amount***"). If the Offering is oversubscribed beyond the Target Offering Amount, the Company will sell Shares on a basis to be determined by the Company's management. The Company is offering the Shares to prospective investors through the Portal. The Portal is registered with the Securities and Exchange Commission (the "***SEC***") as a funding portal and is a funding portal member of the Financial Industry Regulatory Authority. The Company will pay the Portal a commission equal to 7.9% of gross monies raised in the Offering. Investors should carefully review the Form C and the accompanying Offering Statement, which are available on the website of the Portal at www.wefunder.com. The Shares purchased by the undersigned will be issued to and held of record by a crowdfunding vehicle (as defined in Rule 3a-9 under the Investment Company Act of 1940, as amended), custodian or other nominee designated by the Portal (the "Nominee") for the benefit of the undersigned, pursuant to the investor, custodial, voting and other agreements entered into by or on behalf of the undersigned with or through the Portal or the Nominee in connection with the Offering (the "Portal Agreements"). The voting of the Shares will be directed by the lead investor designated by the Company and approved by the Portal, as identified in the Form C, and any successor or replacement appointed in accordance with the Portal Agreements (the "Lead Investor"), as further described in Section 11.

2. **Subscription**.
    a. *Terms*. Subject to the terms of this Subscription Agreement (the "***Agreement***") and the Form C and related Offering Statement, the undersigned hereby subscribes to purchase the number of Shares equal to the quotient of the undersigned's subscription amount as indicated through the Portal's platform divided by the Purchase Price and shall pay the aggregate Purchase Price in the manner specified in the Form C and Offering Statement and as per the directions of the Portal through the Portal's website. Such subscription shall be deemed to be accepted by the Company only when this Agreement is countersigned (including electronically) on the Company's behalf. No investor may subscribe for a Share in the Offering after the Offering campaign deadline as specified in the Offering Statement and on the Portal's website (the "***Offering Deadline***").
    b. *Acceptance*. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may

be allocated among subscribers. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "***State Securities Laws***").

c. *Payment*. Payment for the Securities shall be received by the Company from the undersigned by wire transfer of immediately available funds or other means approved by the Company, processed through the Portal's qualified third-party, at or prior to the Closing, for the aggregate Purchase Price for the number of Shares such Subscriber is purchasing.

3. **Closing**.
   a. *Closing*. Subject to Section 3(b), the closing of the sale and purchase of the Shares pursuant to this Agreement (each, a "***Closing***") shall take place through the Portal on such date or dates as the Company determines in accordance with the Form C and Regulation Crowdfunding, which may include one or more closings before the Offering Deadline (each, a "***Closing Date***").
   b. *Closing Conditions*. The Closing is conditioned upon satisfaction of all the following conditions:
      i. prior to the Offering Deadline, the Company shall have received aggregate subscriptions for Shares in an aggregate investment amount of at least the Target Offering Amount;
      ii. at the time of the Closing, the Company shall have received into the escrow account established with the Portal and the escrow agent in cleared funds, and is accepting, subscriptions for Shares having an aggregate investment amount of at least the Target Offering Amount; and
      iii. the representations and warranties of the Company contained in Section 7 hereof and of the undersigned contained in Section 5 hereof shall be true and correct as of the Closing in all material respects with the same effect as though such representations and warranties had been made as of the Closing.
4. **Termination of the Offering; Other Offerings**. The undersigned understands that the Company may terminate the Offering at any time. The undersigned further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this Offering.
5. **Subscriber Representations**. The undersigned represents and warrants to the Company and the Company's agents as follows:
   a. The undersigned understands and accepts that the purchase of the Shares involves various risks, including the risks outlined in the Form C, the accompanying

Offering Statement, and in this Agreement. The undersigned can bear the economic risk of this investment and can afford a complete loss thereof; the undersigned has sufficient liquid assets to pay the full purchase price for the Shares; and the undersigned has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the undersigned's investment in the Company.

b. The undersigned acknowledges that at no time has it been expressly or implicitly represented, guaranteed or warranted to the undersigned by the Company or any other person that a percentage of profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Shares.
c. Including the amount set forth on the signature page hereto, in the past 12-month period, the undersigned has not exceeded the investment limit as set forth in Rule 100(a)(2) of Regulation Crowdfunding.
d. The undersigned has received and reviewed a copy of the Form C and accompanying Offering Statement. With respect to information provided by the Company, the undersigned has relied solely on the information contained in the Form C and accompanying Offering Statement to make the decision to purchase the Shares.
e. The undersigned confirms that it is not relying and will not rely on any communication (written or oral) of the Company, the Portal, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Shares. It is understood that information and explanations related to the terms and conditions of the Shares provided in the Form C and accompanying Offering Statement or otherwise by the Company, the Portal or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Shares, and that neither the Company, the Portal nor any of their respective affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Shares. The undersigned acknowledges that neither the Company, the Portal nor any of their respective affiliates have made any representation regarding the proper characterization of the Shares for purposes of determining the undersigned's authority or suitability to invest in the Shares.
f. The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Form C and accompanying Offering Statement. The undersigned has had access to such information concerning the Company and the Shares as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Shares.
g. The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Agreement will be deemed to

have been reaffirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

h. The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this Offering at any time prior to the completion of the Offering. This Agreement shall thereafter have no force or effect and the Company shall return any previously paid subscription price of the Shares, without interest thereon, to the undersigned.

i. The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Shares or made any finding or determination concerning the fairness or advisability of this investment.

j. The undersigned confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of investment in the Shares or (ii) made any representation to the undersigned regarding the legality of an investment in the Shares under applicable legal investment or similar laws or regulations. In deciding to purchase the Shares, the undersigned is not relying on the advice or recommendations of the Company, the Portal or any of their respective affiliates, and the undersigned has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Shares is suitable and appropriate for the undersigned. The undersigned acknowledges that any projections, forecasts, or estimates provided by the Company or through the Portal are speculative and based on assumptions that may not be realized.

k. The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Shares. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Shares and the consequences of this Agreement. The undersigned has considered the suitability of the Shares as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Shares and its authority to invest in the Shares. The undersigned confirms that they have received all the information they consider necessary or appropriate for deciding whether to purchase the Shares and have had the opportunity to ask questions and receive answers from the Company (through the Portal) regarding the terms and conditions of the Offering and the business, operations, and financial condition of the Company. The undersigned acknowledges that they have read and understand the risk factors related to the investment as outlined in the Form C and accompanying Offering Statement.

l. The undersigned acknowledges that they have been advised to consult with their own tax advisor regarding the tax consequences of the investment and that the Company or the Portal or any of their affiliates or representatives have not provided any tax advice.

m. The undersigned is acquiring the Shares solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Shares. The undersigned understands that the Shares have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information provided by the undersigned to the Company or the Portal) for the purpose of determining whether this transaction meets the requirements for such exemptions.

n. The undersigned understands that the Shares are restricted from transfer for a period of time under applicable federal securities laws and that the Securities Act and the rules of the SEC provide in substance that the undersigned may dispose of the Shares only pursuant to an effective registration statement under the Securities Act, an exemption therefrom or as further described in Section 227.501 of Regulation Crowdfunding, after which certain state restrictions may apply. The undersigned understands that the Company has no obligation or intention to register any of the Shares, or to take action so as to permit sales pursuant to the Securities Act. Even if and when the Shares become freely transferable, a secondary or public market in the Shares may not develop. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Shares for an indefinite period of time.

o. The undersigned agrees that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Shares or any interest therein or make any offer or attempt to do any of the foregoing, except pursuant to Section 227.501 of Regulation Crowdfunding and in compliance with Section 10. The undersigned acknowledges that any breach of this provision may result in the initiation of appropriate legal proceedings against the undersigned.

p. If the undersigned is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the undersigned hereby represents and warrants to the Company that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other

consents that may need to be obtained, and the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Shares. The undersigned's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of the undersigned's jurisdiction.

q. Neither the undersigned nor any person whose ownership would be attributed to the undersigned for this purpose is subject to any "bad actor" disqualification event described in Rule 503 of Regulation Crowdfunding that would apply to the Offering if the undersigned became a beneficial owner of 20% or more of the Company's outstanding voting equity securities.

r. The undersigned understands and agrees that the Shares will be held of record by the Nominee for the undersigned's benefit, that the Shares are subject to the voting proxy in favor of the Lead Investor described in Section 11, and that the undersigned has received and reviewed the Portal Agreements.

6. **HIGH RISK INVESTMENT. THE UNDERSIGNED UNDERSTANDS THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK.** The undersigned acknowledges that (a) any projections, forecasts or estimates as may have been provided to the undersigned are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the "***IRS***"), audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the undersigned has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment.

7. **Company Representations**. The undersigned understands that upon issuance to the undersigned of any Shares, the Company will be deemed to have made the following representations and warranties to the undersigned as of the date of such issuance:

   a. *Corporate Power*. The Company has been duly incorporated as a corporation under the laws of the State of Delaware and has all requisite legal and corporate power and authority to conduct its business as currently being conducted and to issue and sell the Shares to the undersigned pursuant to this Agreement.

   b. *Enforceability*. This Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to

the availability of specific performance, injunctive relief, or other equitable remedies.

c. *Valid Issuance*. The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement and the Form C, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Agreement, the Certificate of Incorporation and Bylaws of the Company, each as amended, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.

d. *No Conflict*. The execution, delivery and performance of and compliance with this Agreement and the issuance of the Shares will not result in any violation of, or conflict with, or constitute a default under, the Company's Certificate of Incorporation and Bylaws, as amended, and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company. If any such violations, conflicts, or defaults occur, it is the responsibility of the Company to resolve the issue. The Company acknowledges that the Portal, and any of its affiliates, or any member, manager, or employee thereof, shall not be liable in connection with such violations, conflicts, or defaults.

8. **Indemnification**. The undersigned agrees to indemnify and hold harmless the Company and its directors, officers and agents (including legal counsel) from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) that they, or any of them, may incur by reason of the undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of the undersigned's representations and warranties contained herein.

9. **Market Stand-Off.** If so requested by the Company or any representative of the underwriters (the "***Managing Underwriter***") in connection with any underwritten or Regulation A+ offering of securities of the Company under the Securities Act, the undersigned (including any successor or assign) shall not, without the prior written consent of the Company and the Managing Underwriter, lend, offer, pledge, sell, contract to sell, grant any option or right to purchase, or otherwise transfer or dispose of, directly or indirectly, any Shares or other securities of the Company (including any interest held through the Nominee), or enter into any swap, hedge or other arrangement that transfers to another any of the economic consequences of ownership of such securities, during the 30- day period preceding and the 270-day period following the effective date of a registration or offering statement of the Company filed under the Securities Act for such

public offering or Regulation A+ offering or underwriting (or such shorter period as may be requested by the Managing Underwriter and agreed to by the Company) (the "***Market Standoff Period***"). The Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such Market Standoff Period. The undersigned shall execute such further agreements consistent with this Section 9 as the Company or the Managing Underwriter may reasonably request.

10. **Additional Transfer Restrictions**.
    a. *Restriction on Transfer*. In addition to the restrictions imposed by Rule 501 of Regulation Crowdfunding, and except for a Permitted Transfer, the undersigned shall not sell, pledge, transfer, assign, encumber or otherwise dispose of any Shares or any interest therein (including any beneficial interest in Shares held of record by the Nominee) unless (i) the undersigned has given the Company written notice describing the proposed disposition in reasonable detail, (ii) the undersigned has complied with all applicable requirements of this Agreement and the Portal Agreements, and (iii) if reasonably requested by the Company, the undersigned has furnished, at the undersigned's expense, an opinion of counsel or other evidence reasonably satisfactory to the Company that the proposed disposition may be effected without registration under the Securities Act and applicable state securities laws.
    b. *Permitted Transfers*. A "Permitted Transfer" means (i) a transfer by an undersigned that is an entity to its partners, members, stockholders or affiliates, or (ii) a transfer, without consideration, by gift, will or intestate succession to the undersigned's spouse, lineal descendants or ancestors, or a trust for the benefit of any of them; provided, in each case, that the transfer complies with Rule 501 of Regulation Crowdfunding and the Portal Agreements and the transferee agrees in writing to be bound by this Agreement as if it were the original undersigned.
    c. *Refusal to Transfer; Stop-Transfer Instructions*. The Company shall not be required to register on its books, or to treat as owner of Shares for any purpose, any transferee of Shares transferred in violation of this Agreement, and the Company may issue stop-transfer instructions to its transfer agent, if any, or make appropriate notations in its own records, to enforce this Agreement.
    d. *Further Assurances; Future Agreements*. The undersigned shall execute such additional documents as the Company reasonably requests to carry out the purposes of this Agreement, and agrees to become a party to such stockholder, voting, right of first refusal, co-sale and similar agreements as are reasonably requested by the Company or by the investors in any subsequent financing of the Company, on substantially the same terms as other holders of Common Stock.
11. **Voting Proxy; Lead Investor**.
    a. *Appointment*. The undersigned hereby irrevocably appoints the Lead Investor, with full power of substitution, as the undersigned's proxy and attorney-in-fact, in

the undersigned's name, place and stead, to (i) vote all Shares, and any other securities of the Company issued in respect of the Shares, owned of record or beneficially by the undersigned, at any meeting of the stockholders of the Company or by written consent, on all matters submitted to the stockholders; (ii) give, withhold or revoke any consent, waiver or approval that may be given by a holder of such securities, including any consent of the Requisite Purchasers under Section 12(g); and (iii) execute and deliver on the undersigned's behalf any agreement or instrument contemplated by Section 10(d) or reasonably requested by the Company in connection with any financing, recapitalization, merger, sale of the Company or similar transaction approved by the Company's Board of Directors, provided that any such agreement applies to the undersigned on substantially the same terms as to other holders of Common Stock.

b. *Irrevocability*. The proxy and power of attorney granted in this Section 11 are given to secure the performance of the undersigned's obligations under this Agreement, are coupled with an interest and are irrevocable to the fullest extent permitted by Section 212(e) of the Delaware General Corporation Law. They shall survive the death, incapacity, bankruptcy, dissolution or liquidation of the undersigned and any transfer of the Shares, and each transferee shall take the Shares subject to them. The undersigned revokes any prior proxy with respect to the Shares and shall not grant any proxy or enter into any voting agreement inconsistent with this Section 11.

c. *Nominee; Portal Agreements*. This Section 11 applies to the undersigned's beneficial interest in Shares held of record by the Nominee, and the undersigned shall cause the Nominee to vote and act with respect to the Shares as directed by the Lead Investor, to the extent permitted by the Portal Agreements and applicable law. This Section 11 shall be construed to be consistent with, and to supplement, any voting authority granted to the Lead Investor under the Portal Agreements, and nothing in this Section 11 requires the Nominee to act in a manner inconsistent with Rule 3a-9 under the Investment Company Act of 1940, as amended.

d. *Term*. The proxy and power of attorney granted in this Section 11 shall terminate upon the earliest of (i) the closing of the Company's first underwritten public offering of its Common Stock pursuant to an effective registration statement under the Securities Act, (ii) the date on which the Company first becomes subject to the reporting requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (iii) the consummation of a sale of all or substantially all of the Company's assets or a merger or consolidation in which the stockholders of the Company immediately before the transaction do not hold a majority of the voting power of the surviving entity.

e. *Lead Investor*. The undersigned acknowledges that the Lead Investor may be an officer, director or stockholder of the Company (and that the initial Lead Investor is an officer and director of the Company), that the Lead Investor's interests may differ from the undersigned's, and that the Lead Investor's role and potential conflicts of interest are described in the Form C. In exercising the rights described in this Section 11, the Lead Investor acts as the undersigned's proxy holder and not as a fiduciary of the undersigned, except as otherwise expressly provided in the Portal Agreements or required by applicable law that cannot be waived by agreement.

12. <u>General Provisions</u>

a. *Obligations Irrevocable*. Following the Closing, the obligations of the undersigned shall be irrevocable.

b. *Legend*. The certificates, book entry or other form of notation representing the Shares sold pursuant to this Subscription Agreement will be notated with a legend or designation, which communicates in some manner that the Shares were issued pursuant to Section 4(a)(6) of the Securities Act and may only be resold pursuant to Rule 501 of Regulation Crowdfunding, and shall note the transfer restrictions, market stand-off and voting proxy contained in this Agreement.

c. *Notices*. All notices or other communications given or made hereunder shall be in writing and may be delivered by electronic mail or other electronic transmission (including posting through the Portal with separate notice of the posting), by nationally recognized courier, or by registered or certified mail, to the undersigned at the electronic mail or physical address provided to the Portal, or to the Company at the address set forth at the beginning of this Agreement, or such other place as the undersigned or the Company from time to time designate in writing. To the fullest extent permitted by law, the undersigned consents to receive by electronic transmission any notice, consent solicitation, report or other communication given to stockholders under the Delaware General Corporation Law (including Section 232), the Company's Certificate of Incorporation or Bylaws. The undersigned may revoke this consent by written notice to the Company.

d. *Governing Law*. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Delaware without regard to the principles of conflicts of laws.

e. *Dispute Resolution; Arbitration; Class Action Waiver.* Disputes arising out of or relating to this Agreement shall be resolved as follows:

   i. Informal Resolution. Before commencing any arbitration or action, the party asserting a claim shall give the other party written notice describing

the claim and the relief sought, and the parties shall attempt in good faith to resolve the claim for thirty (30) days after that notice is given.

ii. Arbitration. Except as provided in Section 12(e)(v), any dispute, claim or controversy between the undersigned (or any transferee or beneficial owner of Shares claiming through the undersigned) and the Company, or any of its directors, officers, employees or agents or the Lead Investor, arising out of or relating to this Agreement, the Shares or the Offering, including claims under federal or state securities laws (each, a "Covered Claim"), shall be resolved exclusively by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures (or such other JAMS rules as JAMS determines apply) before a single arbitrator. The Federal Arbitration Act governs this Section 12(e), and the arbitrator shall apply the substantive law of the State of Delaware and applicable federal law. Hearings shall be conducted by videoconference unless the arbitrator determines that an in-person hearing is necessary, in which case the hearing shall be held in the county of the Company's principal place of business or, at the undersigned's election, in the county in which the undersigned resides. The arbitration and any award shall be confidential, except as required by law or to enforce or challenge an award, and judgment on the award may be entered in any court of competent jurisdiction.

iii. Individual Claims Only. EACH COVERED CLAIM SHALL BE BROUGHT AND RESOLVED ONLY IN THE CLAIMANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate the claims of more than one person or award relief on a class, collective or representative basis. If this Section 12(e)(iii) is finally determined to be unenforceable as to any Covered Claim, then Section 12(e)(ii) shall not apply to that claim, which shall instead be resolved exclusively in the courts specified in Section 12(e)(vi).

iv. Coordinated Filings. If twenty-five (25) or more substantially similar Covered Claims are asserted against the Company by or with the assistance of the same or coordinated counsel, then (A) the claims shall be administered under any mass arbitration procedures of JAMS then in effect; (B) the claims shall proceed in batches of not more than ten (10) claims each, with the remaining claims held in abeyance, and no fees for a held claim shall be due, until the preceding batch has been resolved; (C) after the first batch is resolved, the parties shall mediate the remaining claims in good faith before any further batch proceeds; and (D) any statute

of limitations applicable to a held claim shall be tolled from the date the claim was first asserted until it is permitted to proceed.

v. Matters Resolved in Court. Notwithstanding Section 12(e)(ii): (A) either party may bring an individual action in a small claims court of competent jurisdiction; (B) either party may seek in court injunctive, specific-performance or other equitable relief, including to enforce Sections 9, 10 and 11 or to preserve the status quo pending arbitration; (C) any derivative claim brought on behalf of the Company, and any "internal corporate claim" as defined in Section 115 of the Delaware General Corporation Law, shall be resolved in court; and (D) the enforceability, scope and interpretation of Sections 12(e)(iii) and 12(e)(iv) shall be decided by a court and not by the arbitrator. All other questions of arbitrability shall be decided by the arbitrator.

vi. Exclusive Forum. Any action or proceeding permitted or required to be brought in court under this Agreement (other than in small claims court or to enforce an arbitral award) shall be brought exclusively in the Court of Chancery of the State of Delaware (or, if that court lacks subject matter jurisdiction, another state or federal court located in the State of Delaware), except that any claim arising under the Securities Act that is not subject to arbitration shall be brought exclusively in the federal district courts of the United States. Each party consents to the personal jurisdiction of those courts for such purposes.

vii. Fees and Costs. Arbitration fees shall be allocated as provided in the applicable JAMS rules and standards. Except as the arbitrator or court may award under applicable law, each party shall bear its own attorneys' fees and expenses.

f. *Entire Agreement*. This Agreement, together with the Form C and the Portal Agreements, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only as provided in Section 12(g).

g. *Waiver, Amendment*. Any term of this Agreement may be amended, terminated or waived with the written consent of the Company and either (i) the undersigned or (ii) the holders (including beneficial holders whose Shares are held of record by the Nominee) of a majority of the Shares then outstanding that were sold in the Offering (the "Requisite Purchasers"), which consent may be given by the Lead Investor pursuant to Section 11; provided that any amendment, termination or waiver that changes the number of Shares purchased by, or the Purchase Price paid by, the undersigned, or that adversely affects the undersigned in a manner materially and disproportionately different from the other purchasers in the Offering, shall also require the written consent of the undersigned. The Company

may waive any obligation owed to it under this Agreement by written notice. Any amendment or waiver effected in accordance with this Section 12(g) shall be binding upon the undersigned, each future holder of the Shares, and the Company.

h. *Waiver of Jury Trial*. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT, THE SHARES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

i. *Invalidity of Specific Provisions*. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

j. *Titles and Subtitles*. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

k. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

l. *Electronic Execution and Delivery*. A digital reproduction, portable document format (".pdf") or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

m. *Binding Effect*. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. The undersigned may not assign this Agreement except in connection with a Permitted Transfer.

n. *Survival*. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company, (ii) changes in the transactions, documents and instruments described in the Form C which are not material or which are to the benefit of the undersigned and (iii) the death or disability of the undersigned.

o. *Notification of Changes*. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the

purchase of the Shares pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the parties have executed this agreement as of [EFFECTIVE DATE].

BY SIGNING BELOW, THE UNDERSIGNED GRANTS THE IRREVOCABLE VOTING PROXY IN SECTION 11 AND AGREES TO THE TRANSFER RESTRICTIONS IN SECTION 10 AND THE BINDING ARBITRATION PROVISION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER IN SECTION 12.

Number of Shares: [SHARES]

Aggregate Purchase Price: $[AMOUNT]

COMPANY:

LIQUOREM HOLDINGS CORP.

Founder Signature

Name: [FOUNDER_NAME]

Title: [FOUNDER_TITLE]

Read and Approved (For IRA Use Only):

By: _____

SUBSCRIBER:

Investor Signature

By: [ENTITY NAME]

Name: [INVESTOR NAME]

Title: [INVESTOR TITLE]

The Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.

Please indicate Yes or No by checking the appropriate box:

[ ] Accredited
[X] Not Accredited