

SUBSCRIPTION AGREEMENT

THE SECURITIES BEING ACQUIRED BY YOU HAVE NOT BEEN REGISTERED UNDER TITLE III OF THE JOBS ACT (“TITLE III”) WHICH ADDED NEW SECURITIES ACT SECTION 4(a)(6) , OR APPLICABLE STATE SECURITIES ACTS. THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. THE SECURITIES MAY NOT BE TRANSFERRED UNLESS REGISTERED OR QUALIFIED FOR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER FEDERAL AND STATE SECURITIES LAWS.

SECTION 1. SUBSCRIPTION

Subject to the terms and conditions of this Subscription Agreement (“Agreement”), you are subscribing for and agreeing to purchase securities offered by **TRIUMPH WINE GROUP LLC** (the “Company”) and described in the Company’s Offering Statement dated September 12, 2017 (the “OS”) _____ number of units at \$500 per unit for the total principal amount of \$_____. The Securities are being purchased based on the representations set forth in the Company’s OS, which is accessible on the Company’s electronic funding page located at <https://www.flashfunders.com/triumphwinegroup> (the “Site”).

These securities are being offered through FlashFunders Funding Portal, LLC a FINRA registered funding portal, pursuant to Regulation CF, promulgated under Title III of the JOBS Act, and specifically Section 4(B)(6) of the Securities Act of 1933, as amended.

Such funds will be deposited and distributed in the manner described herein and in the OS. Unless otherwise stated herein, the terms used herein have the same meanings as in the OS.

SECTION 2. EXEMPTION FROM REGISTRATION

You understand that the Securities are being sold under the exemption from registration provided by Title III of the Jumpstart Our Business Startups (JOBS) Act of 2012 which added Securities Act Section 4(a)(6) which allows for crowdfunding up to \$1 million. You are making this investment solely for your own account (or in a fiduciary capacity for the account or benefit of a person or entity) for investment and without any present intention of selling, offering to sell, or otherwise disposing of, or distributing your interest in, such Securities; and do not presently have any reason to anticipate any change in your circumstances or any particular occasion or event which would cause you to transfer the Securities.

You further covenant and agree that if, because of a change in circumstances, you later desire to dispose of your rights in the Securities, you will not sell, assign, transfer or otherwise dispose of, or encumber, such Securities in a manner which would constitute a violation of any of the provisions of the Act, the rules and regulations thereunder or any applicable state securities laws. In any event, you will not dispose of any such rights until they are subject to an effective registration statement filed with the SEC and any applicable state securities commission(s); or until, if requested, you deliver to the Company an opinion of counsel, acceptable to the Company,

to the effect that such disposition does not violate any of the provisions of the Act, the rules or regulations.

SECTION 3. REPRESENTATIONS AND WARRANTIES

You have supplied information to the Company through the Site and you make the following representations, warranties and undertakings with the intent that the same be relied upon in determining your suitability as an investor in the restricted Securities. Therefore, you hereby represent and warrant as follows:

(a) The information that you have provided the Company through the Site and the information currently being provided by you is true and correct as of the date hereof, and your previously made representations are hereby confirmed; should any information change prior to the issuance of Securities to you, you agree to immediately provide the Company with the corrected information.

(b) You confirm that you understand and fully considered, for purposes of your investment, the terms of the offering, and that there are substantial restrictions on the transferability of and there will be no public market for the Securities at this time or in the immediate future, and, accordingly, it may not be possible for you to liquidate your investment in the Securities in case of emergency.

(c) You have been furnished with materials relating to the Company, the offering of the Securities, and anything described in the Company's OS which you have requested; and you have been afforded an opportunity to make inquiries concerning the Company, or any of its affiliates, the terms and conditions of the Offering, or any other matters relating to the issuance of the Securities, and have further been afforded the opportunity to obtain any additional information necessary to verify the accuracy of any representations or information set forth in the Company's OS (to the extent the Company or its affiliates possess such information or could acquire it without an unreasonable effort or expense).

(d) You have not been given any offering literature, other than the information available on the Site, the Company's approved materials, this Agreement and the Company's OS, and you have relied only on the information contained in this Agreement, in the OS and the information the Company furnished or made available to you.

(e) The information provided to you, including, but not limited to the OS and the information available through the Site, is confidential. You will not reveal such information to anyone or use such information for your own benefit, except in relation to your purchase of the Security.

(f) You understand that the Company is issuing the aggregate number of Securities set forth in the OS at the price and minimum investment requirement set forth in the OS, with a stated aggregate minimum and maximum offering amount. Investment funds may be held in escrow until such time as the minimum offering amount has been met; or if there is no minimum offering stated, the funds will be immediately available to the Company. Upon the acceptance of this Agreement by the Company, the funds being invested by you will be deposited either into the

escrow account established with escrow or directly with the Company, and held and distributed as set forth in the OS. ***You have up to 48 hours prior to the end of the offer period to change your mind and cancel your investment commitment for any reason.*** However, if the minimum offering amount is not met (if any), escrow or the Company (as applicable) will return your investment funds at the expiration or termination of the offering.

(g) If either your annual income or your net worth is less than \$100,000, then during any 12-month period, you can invest up to the greater of either \$2,000 or 5% of the lesser of your annual income or net worth. If both your annual income and your net worth are equal to or more than \$100,000, then during any 12-month period, you can invest up to 10% of annual income or net worth, whichever is lesser, but not to exceed \$100,000.

(h) You are purchasing your Securities for the purpose of long-term investment for your own account and without any plan to re-sell or distribute them.

(i) You understand that an investment in the Securities is speculative and involves high economic and other risks. You are capable of bearing the economic risks of your investment in the Securities, including a total loss of your investment.

(j) You have substantial means of providing for your current needs and personal contingencies and have no need for liquidity in this investment. You are financially capable of holding your Securities for an indefinite period of time.

(k) You consent to the placement of one or more legends appearing in bold print on the face of the certificates representing your Securities, which legend outlines the restrictions on transferability of the Securities. You acknowledge and agree that a physical certificate may not be issued to you, and the Securities may only be issued to you in electronic format on the books and records of the Company, but that such Securities will be subject to the same restrictive legends that would otherwise appear on such Securities.

(l) You represent and certify that you have no other equity or debt investment in any other privately held U.S. alcohol licensed company. Such an investment may disqualify you from investing in this offering.

(m) You have the legal power to sign this Agreement and purchase the Security. Your investment will not violate any contract you have entered into with a third party.

(n) In furnishing information to the Company through the Site, you recognize and acknowledge that the Company will rely on the information you have submitted in making a determination as to whether to accept you as an investor in the Company. You represent and warrant to the Company that to the best of your information and belief, the information supplied by you is true and correct in all respects and that you personally have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the prospective investments in the Securities.

SECTION 4. TRANSFERABILITY

You will not transfer or assign this Agreement or any of your interest in the investment, and will only assign or transfer your Securities in accordance with the terms of this Agreement and all applicable laws.

SECTION 5. MISCELLANEOUS

Notices. All notices between you and the Company will be electronic. All notices, tax reports and other documents and information will be delivered to you by email or another electronic delivery method. The Company will use the information you used to register at the Site as your contact information. You agree to keep your contact information current and to immediately notify the Company in writing if you change your email address, home mailing address, or phone number. Any written notices provided to the Company shall be sent by electronic email to the following email address: Danielle@koreconx.com.

You or the Company may change contact information by notifying the other by email. Any notice will be considered to have been received the day after it was sent by email or other electronic delivery method, or three days after deposited with the US Postal Service if sent by first class mail, postage pre-paid.

(a) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(b) Integration. This Agreement and the OS, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and may be amended only by a writing executed by all parties hereto.

(c) Indemnification. You acknowledge and understand the meaning and legal consequences of the representations and warranties contained in Section 3 of this Agreement. You hereby agree to indemnify and hold the Company and its Affiliates harmless from and against any and all loss, damage or liability due to, or arising out of, your breach of any representation, warranty or acknowledgement of yours contained in this Agreement, including, but not limited to, all costs, expenses and attorney's fees incurred by the Company in successfully defending any claims.

SECTION 6. ACCEPTANCE AND EXECUTION

(a) Acceptance. You confirm and understand that the Company has complete and absolute discretion to accept or reject this subscription, and that if your subscription is not accepted, it will be deemed to have been rejected by the Company. In the case of rejection, your investment funds, together with interest actually earned thereon, if any, will be promptly returned to you. You have up to 48 hours prior to the end of the offer period to change your mind and cancel your investment commitment for any reason. Once the offering period is within 48 hours of ending, you will not be able to cancel for any reason even if you make your commitment during this period. Upon the Company meeting the minimum offering amount (if any), all investment funds will be released by escrow (if any) to the Company, at which time the securities will be issued to you on the books and records of the Company, and will be held by you in electronic

format.

(b) Operating Statement. You acknowledge that a copy of the Offering Statement has been made available to you through the Site and you have had the opportunity to review the Offering Statement. By executing this Agreement you agree to be bound by the Company's Offering Statement and Restated Operating Agreement dated July 11, 2017 ("Operating Agreement"), and agree that the execution of this Agreement constitutes the execution of the Offering Statement and Operating Agreement.

(c) Additional Documents. You agree you will timely execute any additional documents the Company may reasonably request you to execute.

(d) Electronic Signature. You will sign this Agreement electronically, rather than physically. You agree your electronic signature shall be deemed a physical signature and that an electronic copy of this Agreement will be as enforceable as an original version of this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

INVESTMENT AGREEMENT SIGNATURE PAGE FOR INDIVIDUALS

You hereby subscribe in the amount as set forth herein and verify that registration of the Security is correct as stated below.

By executing below you are verifying that your investment meets the guidelines for Title III Crowdfunding. Individual investments in all crowdfunding issuers in a 12-month period are limited to: The greater of \$2,000 or 5% of annual income or net worth if annual income or net worth of the investor is less than \$100,000 and 10% of annual income or net worth if annual income or net worth of the investor is \$100,000 or more (not to exceed \$100,000).

You may include the income of your spouse for purposes of determining your annual income. Your net worth must **exclude** the value of your primary residence, and if you have a mortgage on your residence that exceeds its worth, you must include that negative equity for purposes of determining your net worth.

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement on _____.

Name: _____

By: _____

REGISTRATION INFORMATION FOR OWNERSHIP OF THE SECURITY

Name: _____

Address: _____

Social Security or Tax ID Number: _____

Email Address: _____

ACCEPTANCE BY THE COMPANY

The foregoing subscription is hereby accepted, subject to the terms and conditions herein.

TRIUMPH WINE GROUP LLC

By: _____

Kevin Fitzgerald

Title: Managing Director/ Chief Financial Officer **IMPORTANT: This Investment Agreement shall not be effective unless and until it is countersigned by the Company.**

Subscription Amount Accepted: _____

Date of Acceptance: _____