

## SUBSCRIPTION AGREEMENT

**THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND SUCH SECURITIES MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED BY THE INVESTOR UNLESS THE SECURITIES ARE REGISTERED UNDER THE 1933 ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE AND THE CORPORATION RECEIVES AN OPINION OF SEC COUNSEL ACCEPTABLE TO THE CORPORATION THAT ANY SUCH RESALE OR TRANSFER MEETS THE REQUIREMENTS OF SUCH LAWS.**

This Subscription Agreement sets forth the terms under which the undersigned ("Subscriber"), will invest in Trio Entertainment, Inc. (the "Corporation"), a Nevada corporation.

The Corporation is offering 2,000,000 Units, each Unit consisting of one share of Common Stock, par value \$.000000001 (the "Shares") and one Warrant to acquire one additional share of Common Stock at a price of \$1.50/Share exercisable starting 03/31/18 and ending 03/31/23, exercisable with 30 days' prior notice (the "Warrant"). The Form of Warrant is attached hereto.

The price per Unit is \$1.50. The Units, Shares, and Warrants are collectively referred to herein as the "Securities." This is a "best efforts, no minimum - \$3,000,000 maximum" offering, with the right to sell up to an additional \$1,000,000 in Units if oversubscription occurs. The minimum investment is \$9,000.

The offering will terminate on 3/31/2018, subject to our right to extend the offering for an additional 90 days at our discretion.

There can be no assurance that all or any of the offering will be subscribed. Subscriptions for Securities are irrevocable once made, and funds will only be returned upon rejection of the subscription.

The Securities under this Subscription Agreement are being offered to a limited number of U.S. Subscribers on behalf of the Corporation under Rule 506(c). **All subscribers must be Accredited Investors as defined in Rule 501 of SEC Regulation D**, thereby indicating that they are sophisticated enough to evaluate the merits and risks of this investment and that they can afford the loss of their entire investment. Any written material provided to potential investors does not purport to be complete. Investors as Accredited Investors are presumed to have the knowledge and experience necessary to evaluate the merits and risks of the investment and to withstand the entire loss of this investment, all as represented in this Subscription Agreement. The Corporation presumes that all potential investors know to ask for any additional information they need to evaluate this potential investment, which will be furnished upon request. See "**NOTICE TO INVESTORS: ACCESS TO INFORMATION**," below.

We currently have 100,000,000 Shares of Common Stock authorized. As January 1, 2018, we have 8,525,000 Shares of Common Stock issued and outstanding, including:

- 2,400,000 Shares issued to our President, Kristanna Loken upon formation at par value of \$.000001
- 2,400,000 Shares to our Secretary issued to Jimmy Palmiotti upon formation at par value of \$.000001
- 175,000 Shares issued to our Treasurer/CFO Philip Fier upon or as of formation, at par value of \$.000001

- 3,200,000 Shares issued to our Director Jonathan Bates upon or as of formation, at par value of \$.000001
- 150,000 Shares issued to legal counsel Michael T. Williams for services

The Corporation also has authorized 10,000,000 shares of Preferred Stock, the rights, preferences, designations and limitations of which may be set by the Board of Directors, none of which is issued and outstanding. The shares of authorized but unissued preferred stock may be issued upon Board of Directors approval; no further stockholder action is required. If issued, the rights, preferences, designations and limitations of such preferred stock would be set by our Board and could operate to the disadvantage of the outstanding common stock. Such terms could include, among others, preferences as to dividends and distributions on liquidation.

There are no Options or Warrants currently issued and outstanding.

Execution of this Subscription Agreement by the Subscriber shall constitute an offer by the Subscriber to subscribe for the Securities set forth in this Agreement on the terms and conditions specified herein. The Corporation reserves the right to reject such subscription offer, or, by executing a copy of this Subscription Agreement, to accept such offer. If the Subscriber's offer is accepted, the Corporation will execute this Subscription Agreement and return an executed copy of the Subscription Agreement to the Subscriber. If the Subscriber's offer is rejected, the payment accompanying this Subscription Agreement will be returned, with the notice of rejection.

### **WealthForge Securities LLC Disclosure**

Securities are offered through WealthForge Securities, LLC, a registered broker/dealer and member FINRA/SIPC.

### **Agreement with WealthForge Securities, LLC**

The Corporation has entered into an agreement with WealthForge Securities, LLC (“WealthForge”), a Virginia limited liability company and broker-dealer registered with the SEC and other necessary state or other regulators, and a member of the Financial Industry Regulatory Authority Inc., to provide execution and other services relating to this offering. WealthForge may enter into selling agreements with broker-dealers who are members of FINRA (“Selling Group Members”) to sell Units in this Offering. WealthForge will receive selling commissions (the “Selling Commissions”) in an amount up to [10]% of the purchase price of the Units it sells (the “Total Sales”), which it will re-allow to the Selling Group Members; provided, however, that this amount will be reduced in the event a lower commission rate is negotiated by WealthForge and the commission rate will be the lower agreed upon rate. WealthForge will also receive a placement fee equal to [1]% of the Total Sales. The total aggregate amount of commissions, expense reimbursements and placement fees (the “Selling Commissions and Expenses”) will not exceed [11]% of the Total Sales. The Corporation will be responsible for paying all Selling Commissions and Expenses to WealthForge.

## **NOTICE TO INVESTORS: ACCESS TO INFORMATION**

WE SHALL HAVE THE FOLLOWING AVAILABLE FOR REVIEW FOR EACH INVESTOR OR HIS AGENT, DURING THIS PRIVATE PLACEMENT AND PRIOR TO THE SALE OF SHARES UPON REQUEST: (1) ACCESS TO ALL BOOKS AND RECORDS OF THE CORPORATION; (2) ACCESS TO ALL MATERIAL CONTRACTS AND DOCUMENTS RELATING TO THE TRANSACTIONS DESCRIBED HEREIN AND THE CORPORATION'S OPERATIONS; AND (3) THE OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, ANY PERSON AUTHORIZED TO ACT ON BEHALF OF THE CORPORATION CONCERNING ANY ASPECT OF THE INVESTMENT, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE CORPORATION POSSESSES SUCH INFORMATION OR CAN DEVELOP IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS AGREEMENT.

EACH INVESTOR, HIS ADVISOR(S) AND PURCHASER REPRESENTATIVE IS INVITED TO COMMUNICATE WITH:

Kristanna Loken, CEO  
Trio Entertainment, Inc.  
Email: kristanna@trio-entertainment.com  
Telephone: 310-480-7228

### **Acceptance of Subscription Agreement:**

It is understood and agreed by the undersigned that the Corporation will have the unconditional right to reject this Subscription, in whole or in part, if it believes that the undersigned is not an Accredited Investor under Regulation D promulgated under the Securities Act of 1933, as amended, or for any other reason.

### **Responsibility and Indemnification:**

The Corporation will exercise its best judgment in the conduct of all matters arising under this Agreement. The undersigned acknowledges that he understands the meaning and legal consequences of the representations and warranties contained herein, and he hereby agrees to indemnify and hold harmless the Corporation, the Corporation, their partners and employees, and any of their affiliates and their officers, directors, shareholders and employees, or any professional advisor or entity thereto, from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, to which said entities and persons may be put or which they may incur by reason of, or in connection with, any misrepresentation made by the Investor, any breach of any of his warranties, or his failure to fulfill any of his covenants or agreements under this Agreement.

### **Survival of Representations, Warranties, Covenants and Agreements:**

The representations, warranties, covenants and agreements contained herein shall survive the delivery of, and the payment for, the Securities.

***Suitability Questions:***

**ACCREDITED INVESTORS:** Please check the appropriate line below in order that the Corporation may determine if you are an Accredited Investor. **YOU MUST BE AN ACCREDITED INVESTOR TO ACQUIRE SHARES IN THIS OFFERING.**

***For Individuals only:***

- (i) An individual who either (1) has a net worth or, together with his spouse, a joint net worth (i.e., in total assets in excess of total liabilities) in excess of \$1,000,000 INITIALS: \_\_\_\_\_

**IMPORTANT NOTE: VALUE OF HOME EXCLUDED AS ASSET; HOME MORTGAGE UP TO FAIR VALUE OF HOME EXCLUDED AS LIABILITY.** Section 413(a) of the Dodd-Frank Act does not define the term “value,” nor does it address the treatment of mortgage and other indebtedness secured by the residence for purposes of the net worth calculation. As required by Section 413(a) of the Dodd-Frank Act, the Commission will issue amendments to its rules to conform them to the adjustment to the accredited investor net worth standard made by the Act. However, Section 413(a) provides that the adjustment is effective upon enactment of the Act. When determining net worth for purposes of Securities Act Rules 215 and 501(a)(5), the value of the person’s primary residence must be excluded. Pending implementation of the changes to the Commission’s rules required by the Act, the related amount of indebtedness secured by the primary residence up to its fair market value may also be excluded. Indebtedness secured by the residence in excess of the value of the home should be considered a liability and deducted from the investor’s net worth. You may no longer include the equity in your home in calculating your net worth for the purpose of the definition of Accredited Investor. Please initial after this sentence to confirm that you have not included the value of the equity in your home in calculating your net worth if you have checked (i) above. INITIALS: \_\_\_\_\_

- (ii) An individual who has had in each of the two most recent years, and reasonably expects to have during the current year an individual income [for this purpose, a person's income is the amount of his individual adjusted gross income (as reported on a federal income tax return) increased by the following amounts: (1) any deduction for a portion of long term capital gains (Code Section 1202); (2) any deduction for depletion (Section 611 *et seq.* of the Code); (3) any exclusion for interest on tax-exempt municipal obligations (Section 103 of the Code); and (4) any losses of a partnership allocated to the individual limited partner (as reported on Schedule E of Form 1040)] in excess of \$200,000, or a joint income with spouse in excess of \$300,000. INITIALS: \_\_\_\_\_

***For Non-Individuals Only:***

- (iii) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii). INITIALS: \_\_\_\_\_

***For Corporations, Partnerships, and Organizations Only:***

- (iv) A corporation, partnership, or other organization [if the Subscriber is a trust, only a revocable grantor trust may qualify] (an "entity"), and either (i) each shareholder, partner, or equity owner (as appropriate) individually satisfies the net worth or income standards set forth in the foregoing clause 7(a)(i) or (ii), or (ii) the organization is (A) an institutional investor as defined in Rule 501(a)(1) of the Securities and Exchange Commission, (B) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, or (C) an organization described in Section 501(c)(3) of the Code with assets in excess of \$5,000,000. INITIALS: \_\_\_\_\_

***For Employee Benefit Plans or Non-Individuals Only:***

- (v) Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors. INITIALS: \_\_\_\_\_

**NOTE:** If you are an individual, you may only be an Accredited Investor if you meet the standards set forth in (a)(i) or (a)(ii) above. If you are a non-individual, you may only qualify under the standards set forth in (a)(iii), (a)(iv), or (a)(v) above.

All Accredited Investors must **initial** the following:

\_\_\_\_\_ I understand that the representations contained in this section are made for the purpose of qualifying me as an Accredited Investor as that term is defined pursuant to Regulation D under the Securities Act of 1933, as amended, for the purpose of inducing a sale of securities to me. I hereby represent that the statement or statements initialed above are true and correct in all respects. I understand that a false representation may constitute a violation of law, and that any person who suffers damage as a result of a false representation may have a claim against me for damages.

**RESTRICTED SECURITIES AND DISPOSITION UNDER RULE 144**

The Subscriber represents and warrants that the undersigned understands that with respect to the Securities:

- Neither the sale of the Securities which the undersigned is acquiring nor the Securities themselves has been registered under the 1933 Act or any foreign or state securities laws, and the Securities must be held indefinitely unless subsequently registered under the act or an exemption from such registration is available.
- The certificate representing the Securities will be stamped with the following legend (or substantially equivalent language) restricting transfer: "The Securities represented by this Certificate have not been registered under the Securities Act of 1933 or the laws of any state and have been issued pursuant to an exemption from registration pertaining to such Securities and pursuant to a representation by the Security holder named hereon that said Securities have been acquired for purpose of investment and not for purpose of distribution. These Securities may not be offered, sold, transferred, pledged or hypothecated in the absence of registration, or the availability of an exemption from which such registration."

The subscriber represents and warrants that the undersigned understands that:

- The Securities are restricted within the meaning of Rule 144 promulgated under the 1933 Act.
- That the exemption from registration under Rule 144 will not be available in any event for at least one year from the date of purchase and payment of the Shares, and an additional one year if the Warrants are exercised starting on the date of exercise of a Warrant, by the undersigned, and even then will not be available unless:
  - A public trading market then exists for the common stock of the Corporation;
  - Adequate information concerning the Corporation is then available to the public;
  - Other terms and conditions of Rule 144 are complied with; and
  - Any sale of the Securities may be made by the undersigned only in limited amounts in accordance with such terms and conditions. Without in any way limiting the representations set forth above, the undersigned further agrees that the undersigned shall in no event make any disposition of all or any portion of the Securities which the undersigned is acquiring unless and until:
- There is then in effect a registration statement under the act covering such proposed disposition is made in accordance with said registration statement.

or

- The undersigned shall have notified the Corporation of the proposed disposition and shall have furnished the Corporation with a detailed statement of the circumstances surrounding the proposed disposition,
- The undersigned shall have furnished the Corporation with an opinion of the undersigned's own counsel to the effect that such disposition will not require registration of such Securities under the Act
- Such opinion of the undersigned's counsel shall have been concurred in by counsel for the Corporation and the Corporation shall have advised the undersigned of such concurrence.

## **INVESTMENT SUBSCRIPTION TERMS, CORPORATE DISCLOSURE AND GENERAL SUBSCRIBER ACKNOWLEDGEMENTS AND WARRANTIES**

### **Use of Funds of the Securities.**

The Subscriber acknowledges that the funds to be raised from the Shares are to be employed for the business of the Corporation in accordance with management's discretion as to the best use of the same for the Corporation's business plans. The current planned uses are for potential expenses of a future securities offering, marketing and working capital. The Corporation reserves the right at any time to alter its business plans in accordance with management's appreciation of the market for the goods and services of the Corporation.

### **Method of Subscription and Terms of Fund Release.**

A Subscription shall be made by delivering to the Corporation a signed copy of this subscription agreement and the Subscription Price made to the Corporation or such party as the Corporation may direct. The funds will be employed by the Corporation immediately upon acceptance of the subscription.

The Corporation shall return to the Subscriber the Subscription Price, or such amount as has not been accepted, as to such part of the subscription, which the Corporation has not accepted.

**Subscriber's Acknowledgments.** The Subscriber agrees and acknowledges that:

- **Further Financing.** The Corporation may sell Shares or other securities in the future at higher or lower interest rates or on different conversion or terms than this offering. The Corporation may, and will, acquire debt and/or equity financing in the future required or advisable in the course of the Corporation's business development.
- **Withdrawal or Revocation.** This Subscription Agreement is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber once tendered to the Corporation with the Subscription Price.
- **Agreement to be Bound.** The Subscriber hereby specifically agrees to be bound by the terms of this Subscription Agreement as to all particulars hereof and hereby reaffirms the acknowledgments, representations, and powers set forth in this Subscription Agreement;
- **Reliance on Subscriber's Representations.** The Subscriber understands that the Corporation will rely on the acknowledgments, representations, and covenants of the Subscriber herein in determining whether a sale of the Securities to the Subscriber is in compliance with applicable securities laws. The Subscriber warrants that all acknowledgments, representations and covenants are true and accurate.
- **Waiver of Preemptive Rights.** The Subscriber hereby grants, conveys, and vests the President of the Corporation as the Subscriber's power of attorney solely for the purpose of waiving any prior or preemptive right which the Subscriber may have under applicable law to further issues of Securities of the Corporation.

### **Subscriber's Representations, Warranties, and Understandings.**

The Subscriber represents and warrants to the Corporation and understands that:

- **Principal.** The Subscriber is purchasing the Securities as principal for his own account and not for the benefit of any other person except as otherwise stated herein, and not with a view to the resale or distribution of all or any of the Securities.
- **Decision to Purchase.** The decision of the Subscriber to enter into this agreement and to purchase Securities pursuant hereto has been based only on the representations of this agreement and any collateral business plan or offering memorandum provided herewith or based upon the Subscriber's relationship with the foregoing stated person of the Corporation. It is not made on other information relating to the Corporation and not upon any oral representation as to fact or otherwise made by or on behalf of the Corporation or any other person. The Subscriber agrees that the Corporation assumes no responsibility or liability of any nature whatsoever for the accuracy, adequacy or completeness of any business plan/investor

deck/similar information, which has been created based upon the Corporation's management experience. In particular, and without limiting the generality of the foregoing, the decision to subscribe for Securities has not been influenced by:

- Newspaper, magazine or other media articles or reports related to the Corporation or its business; or
  - Promotional literature or other materials used by the Corporation for sales or marketing purposes; or
  - Any representations, oral or otherwise, that the Corporation will become a listed Corporation, that the Securities will be repurchased or have any guaranteed future realizable value, or that there is any certainty as to the success of the Corporation or liquidity or value of the Securities.
- Economic Risk. The Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of his investment in the Securities and the Subscriber is able to bear the economic risk of a total loss of the Subscriber's investment in the Securities;
  - Speculative Investment. The Subscriber understands that an investment in the Securities is a speculative investment and that there is no guarantee of success of management's plans. Management's plans are an effort to apply present knowledge and experience to project a future course of action, which is hoped will result in financial success and with the present level of management's skills and of those whom the Corporation will need to attract (which cannot be assured). Additionally, all plans are capable of being frustrated by new or unrecognized or unappreciated circumstances, which can typically not be accurately, or at all, predicted.
  - Address. The Subscriber is resident as set out on the last page of this Agreement as the "Subscriber's Address" and the address set forth on the last page of this Agreement is the true and correct address of the Subscriber;
  - Risk and Resale Restriction. The Subscriber is aware of the risks and other characteristics of the Securities and of the fact that the Subscriber will not be able to resell the Securities except in accordance with the applicable securities legislation and regulatory policy;
  - Receipt of Information. The Subscriber acknowledges that, to his satisfaction:
    - He has either had access to or has been furnished with sufficient information regarding the Corporation and the terms of this investment transaction to his satisfaction;
    - He has been provided the opportunity to ask questions concerning this investment transaction and the terms and conditions thereof and all such questions have been answered to his satisfaction; and
    - He has been given ready access to and an opportunity to review any information, oral or written, that he has requested, in particular to any offering memorandum or business plan of the Corporation, if available concurrent with or as a part of this subscription.



- No Prospectus filing. The Subscriber acknowledges that this is an offering made on a private basis without a prospectus and that no foreign, federal, state, provincial or other agency has made any finding or determination as to the merits of the investment nor made any recommendation or endorsement of the Securities.
- Confidentiality. The Subscriber understands that the Corporation's business plan and this Agreement are confidential. The Subscriber has not distributed such, or divulged the contents thereof, to anyone other than such legal or financial advisors as the Subscriber has deemed desirable for purposes of evaluating an investment in the Securities and the Subscriber has not made any copies thereof except for his own records;
- Age of Majority. The Subscriber, if an individual, has attained the age of majority and is legally competent to execute this Agreement and to take all actions required pursuant thereto;
- Authorization and Formation of Subscriber. The Subscriber, if a corporation, partnership, trust or other form of business entity, is authorized and otherwise duly qualified to purchase and hold the Securities and such entity has not been formed for the specific purpose of acquiring Securities in the Offering. If the Subscriber is one of the aforementioned entities, it hereby agrees that upon request of the Corporation it will supply the Corporation with any additional written information that may be requested by the Corporation;
- Legal Obligation. This Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber;
- Compliance With Applicable Laws. The Subscriber knows of no reason why the delivery of this Agreement, the acceptance of it by the Corporation and the issuance of the Securities or resultant Securities to the Subscriber will not comply with all applicable laws of the Subscriber's jurisdiction of residence or domicile, and all other applicable laws, and the Subscriber has no reason to believe that such will cause the Corporation to become subject to or required to comply with any additional disclosure, prospectus or reporting requirements. The Subscriber will comply with all applicable securities laws and will assist the Corporation in all reasonable manners to comply with all applicable securities laws; and
- Encumbrance or Transfer of Securities. The Subscriber will not sell, assign, gift, pledge or encumber in any manner whatsoever the Securities herein subscribed without the prior written consent of the Corporation and in accordance with applicable securities laws.

The Subscriber agrees that the above representations and warranties of the Subscriber will be true and correct as of the execution of and acceptance of this Agreement and will survive the completion of the issuance of the Securities. The Subscriber understands that the Corporation will rely on the representations and warranties of the Subscriber herein in determining whether a sale of the Securities to the Subscriber is in compliance with federal and applicable provincial securities laws and the Subscriber warrants to indemnify and hold harmless the Corporation from all damages or claims resulting from any misrepresentation by the Subscriber.

### **Material Changes.**

The Subscriber undertakes to notify the Corporation immediately should there be any material change in the foregoing warranties and representations and provide the Corporation with the revised or corrected information. The Subscriber hereby agrees to indemnify and hold the Corporation and its

affiliates harmless from and against any and all liability, damage, cost or expense (including reasonable attorneys' fees) incurred on account of or arising out of:

- Any inaccuracy in the Subscriber's acknowledgments, representations or warranties set forth in this Agreement;
- The Subscriber's disposition of any of the Securities contrary to the Subscriber's acknowledgments, representations or warranties in this Agreement;
- Any suit or proceeding based upon a claim that said acknowledgments, representations or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Corporation or its affiliates or the disposition of all or any part of the Subscriber's Securities; or
- The Subscriber's failure to fulfill any or all of the Subscriber's obligations herein.

### **Address for Delivery.**

Each notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be sent by delivery (electronic or otherwise) or prepaid registered mail deposited in a post office addressed to the Subscriber or the Corporation at the address specified in this Agreement. The date of receipt of such notice, demand or other communication shall be the date of delivery thereof if delivered, or, if given by registered mail as aforesaid, shall be deemed conclusively to be the fifth day after the same shall have been so mailed, except in the case of interruption of postal services for any reason whatsoever, in which case the date of receipt shall be the date on which the notice, demand or other communication is actually received by the addressee.

### **Change of Address.**

Either party may at any time, and from time to time, notify the other party in writing of a change of address and the new address to which notice shall be given to it thereafter until further change.

### **Severability and Construction.**

Each Section, sub-section, paragraph, sub-paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable, and if, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible (all of which shall remain binding on the parties and continue to be given full force and agreement as of the date upon which the ruling becomes final). The word "he" in this Agreement shall also mean "she" or "it" relative to the identity of the Subscriber.

### **Governing Law.**

This Agreement shall be governed by and construed and accordance with the laws of the State of Nevada, both substantive and remedial. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement shall be enforceable in accordance with its terms and be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, executors and administrators, but this Agreement and the respective rights and obligations of the parties hereunder shall not be assignable by any party hereto without the prior written consent of the other. This Agreement

represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof; supersedes all prior negotiations, letters and understandings relating to the subject matter hereof; and cannot be amended, supplemented or modified except by an instrument in writing signed by the party against whom enforcement of any such amendment, supplement or modification is sought. In the event of any litigation between the parties to this Agreement relating to, or arising out of, this Agreement, such controversy must be first addressed in Arbitration in accordance with the rules of the American Arbitration Association, and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, arbitration, trial and appellate levels. The failure or finding of invalidity of any provision of this Agreement shall in no manner affect the right to enforce the other provisions of same, and the waiver by any party of any breach of any provision of this Agreement shall not be construed to be a waiver by such party of any subsequent breach of any other provision.

### **Survival of Representations and Warranties.**

The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby.

### **Counterparts.**

This Agreement may be signed by the parties hereto in as many counterparts as may be necessary, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the execution date as set forth in this Agreement. This Agreement may be executed and exchanged by facsimile and such facsimile copies shall be valid and enforceable agreements.

### **Delivery of Subscription Amount; Acceptance of Subscription; Delivery of Securities.**

Subscriber understands and agrees that this subscription is made subject to the following terms and conditions:

- (a) Contemporaneously with the execution and delivery of this Agreement, Subscriber shall pay the Purchase Price for the Shares by check made payable to "Trio Entertainment," ACH debit transfer, or wire transfer in accordance with the instructions set forth on Appendix A hereto;
- (b) Payment of the Purchase Price shall be received by Trio Entertainment, Inc. from Subscriber.
- (c) This subscription shall be deemed to be accepted only when this Agreement has been signed by an authorized officer or agent of the Corporation, and the deposit of the payment of the purchase price for clearance will not be deemed an acceptance of this Agreement;
- (d) The Corporation has the right to reject this subscription, in whole or in part;
- (e) The payment of the Subscription Amount (or, in the case of rejection of a portion of the Subscriber's subscription, the part of the payment relating to such rejected portion) will be returned promptly, without interest or deduction, if Subscriber's subscription is rejected in whole or in part or if the Offering is withdrawn or canceled;
- (f) Upon the receipt and clearance of Subscriber's Purchase Price by the Corporation,

Subscriber shall receive notice and evidence of the entry (or other manner of record) of the number of the Shares owned by Subscriber reflected on the books and records of the Corporation, which books and records shall bear a notation that the Shares were sold in reliance upon Regulation D.

**TRIO ENTERTAINMENT, INC.**  
**SUBSCRIPTION AGREEMENT SIGNATURE PAGE**

The undersigned, desiring to purchase shares of common stock of Trio Entertainment Incorporation, by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

(a) The number of Units the undersigned hereby irrevocably subscribes for is: \_\_\_\_\_  
 (enter number of Units)

(b) The aggregate Purchase Price (based on a price of \$1.50 per Unit) for the Units the undersigned hereby irrevocably subscribes for is: \$ \_\_\_\_\_  
 (enter total Purchase Price)

(c) Accredited Investor Confirmation

By execution of this Agreement below, the Undersigned confirms that he/she/it is an accredited investor (as that term is defined in Regulation D under the Securities Act). The undersigned has checked the appropriate box in the Suitability Questions above indicating the basis of such accredited investor status.

(d) The Securities being subscribed for will be owned by, and should be recorded on the Corporation's books as held in the name of:

(print name of owner or joint owners)	If the Securities are to be purchased in joint names, both Subscribers must sign:
Signature	Signature
Name (Please Print)	Name (Please Print)
Email address	Email address
Address	Address
Telephone Number	Telephone Number
Social Security Number	Social Security Number
Date	Date

This Subscription is accepted

on \_\_\_\_\_, 2017

Trio Entertainment Incorporation

By: \_\_\_\_\_

Name: Kristanna Loken

Title: President

## **APPENDIX A**

Our wire transfer instructions are as follows:

### **Trio Entertainment Wiring Instructions Domestic Wires**

Receiving Financial Institution: Atlantic Capital Bank, Atlanta, GA

ABA/Routing Number: 061121025

Beneficiary: Trio Entertainment

Beneficiary Address: 1240 Rosecrans Ave., STE 120 Manhattan Beach, CA 90266

Beneficiary Account Number: 1600045569

### **International Wires**

Receiving Financial Institution: Wells Fargo Bank INTL (San Francisco) SWIFT

Code: WFBIUS6S

Beneficiary: Atlantic Capital Bank

Beneficiary Address: 3280 Peachtree Rd NE, Ste 1600, Atlanta, GA Beneficiary

Account Number: 4121597348

Reference to Beneficiary: Trio Entertainment - 5569

**THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SHARES UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE SECURITIES ACT. ANY SUCH TRANSFER MAY ALSO BE SUBJECT TO COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS AND THE LAWS OF OTHER APPLICABLE JURISDICTIONS.**

## **COMMON STOCK PURCHASE WARRANT**

For the Purchase of Shares  
of Common Stock, \$.000000001 par value  
of  
**Trio Entertainment, Inc.,**  
a Nevada Corporation

Whereas the person(s) listed as “**Subscriber**” in the “**Subscription Agreement**,” a copy of which is attached hereto and incorporated herein by reference, has entered into such Subscription Agreement in connection with a purchase from Trio Entertainment, Inc., a Nevada corporation (the “**Corporation**”), of “**Units**” of the Corporation that include, with regard to each such Unit, the following components:

- One share of common stock, par value \$.000000001 per share, of the Corporation (individually, a “**Share**” and collectively, the “**Shares**”), and
- One warrant (individually, a “**Warrant**” and collectively, the “**Warrants**”), each entitling the holder to acquire one (1) Share at a price of \$1.50/Share (the Shares purchased through the Warrants hereinafter referred to as the “**Warrant Shares**”).

In consideration of the above recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, the Subscriber, or Subscriber’s assigns, is hereby entitled, for a period extending from 03/31/18 and ending 03/31/23 (the “**Expiration Date**”) to exercise this Warrant for purchase and receive the number of Shares equal to the number of Units purchased by Subscriber in connection with the attached Subscription Agreement, at a price of \$1.50 per Share (the “**Exercise Price**”) upon presentation and surrender of this Warrant and upon payment by bank check or wire transfer of the Exercise Price for such Shares to the Corporation at its principal office.

1. **Exercise of Warrant.** This Warrant may be exercised in whole or in part, from time to time, prior to the Expiration Date, by presentation and surrender hereof to the Corporation, with the Notice of Exercise annexed hereto duly executed and accompanied by payment by bank check or wire transfer of the applicable Exercise Price for the number of Shares specified in such form, together with all federal and state taxes applicable upon such exercise, if any. If this Warrant should be exercised in part only, the Corporation shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the right of the Subscriber to purchase the balance of the Shares purchasable hereunder. Upon receipt by the Corporation of this Warrant and the applicable Exercise Price at the office of the Corporation, in proper form for exercise, the Subscriber shall be deemed to be the holder of record of the Shares issuable upon such exercise, notwithstanding that certificates representing such Shares shall not then be actually delivered to the Subscriber. If the subscription rights represented hereby shall not be exercised at or before 5:00 P.M., Pacific Time, on the Expiration Date specified above, this Warrant shall become void and without further force or effect, and all rights represented hereby shall cease and expire.

2. **Rights of the Subscriber.** Prior to exercise of this Warrant, the Subscriber shall not, by virtue hereof, be entitled to any rights of a shareholder in the Corporation, either at law or equity, and the rights of the Subscriber are limited to those expressed in this Warrant and are not enforceable against the Corporation except to the extent set forth herein.

3. **Adjustment in Number of Shares.**

(A) **Stock Dividends and Splits.** If the Corporation, at any time *after the date this Warrant is signed*, and while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any Warrant Shares or the shares of Common Stock issued in connection with other Warrants), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Corporation, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted. Any adjustment made pursuant to this Section 3(A) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(B) **Adjustment for Reorganization, Consolidation, Merger.** In case of any reorganization of the Corporation (or any other corporation the stock or other securities of which are at the time receivable on the exercise of this Warrant) *after the date this Warrant is signed*, or in case, after such date, the Corporation (or any such other corporation) shall consolidate with or merge into another corporation or convey all or substantially all of its assets to another corporation, then and in each such case the Subscriber(s) of this Warrant, upon the exercise hereof as provided in Section 1, at any time after the consummation of such reorganization, consolidation, merger or conveyance, shall be entitled to receive, in lieu of the stock or other securities and property receivable upon the exercise of this Warrant prior to such consummation, the stock or other securities or property to which such Subscriber(s) would be entitled had the Subscribers exercised this Warrant immediately prior thereto, all subject to further adjustment as provided herein; in each such case, the terms of this Warrant shall be applicable to the shares of stock or other securities or property receivable upon the exercise of this Warrant after such consummation.

4. **Officer's Certificate.** Whenever the number of Shares issuable upon exercise of this Warrant or the applicable Exercise Price shall be adjusted as required by the provisions hereof, the Corporation shall forthwith file in the custody of its Secretary at its principal office, an officer's certificate showing the adjusted number of Shares or Exercise Price determined as herein provided and setting forth in reasonable detail the facts requiring such adjustment. Each such officer's certificate shall be made available at all reasonable times for inspection by the Subscriber(s) and the Corporation shall, forthwith after each such adjustment, deliver a copy of such certificate to the Subscriber(s). Such certificate shall be conclusive as to the correctness of such adjustment.

5. **Restriction on Transfer:** Certificates for the shares of Common Stock to be issued



upon exercise of this Warrant shall bear the following legend:

**THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SHARES UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE SECURITIES ACT. ANY SUCH TRANSFER MAY ALSO BE SUBJECT TO COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS AND THE LAWS OF OTHER APPLICABLE JURISDICTIONS.**

The Subscriber, by acceptance hereof, agrees that, absent an effective registration statement under the Securities Act of 1933, as amended (the “Act”), covering the disposition of this Warrant or the Common Stock issued or issuable upon exercise hereof, such Subscriber(s) will not sell or transfer any or all of this Warrant or such Common Stock without first providing the Corporation with an opinion of counsel reasonably satisfactory to the Corporation to the effect that such sale or transfer will be exempt from the registration and prospectus delivery requirements of the Act. The Subscriber agrees that the certificates evidencing the Warrant and Common Stock which will be delivered to the Subscriber by the Corporation shall bear substantially the legend set forth above in this Section 5. The Subscriber of this Warrant, at the time all or a portion of such Warrant is exercised, agrees to make such written representations to the Corporation as counsel for the Corporation may reasonably request, in order that the Corporation may be reasonably satisfied that such exercise of the Warrant and consequent issuance of the Shares will not violate the registration and prospectus delivery requirements of the Act, or other applicable state securities laws.

6. **Loss or Mutilation.** Upon receipt by the Corporation of evidence satisfactory to it (in the exercise of reasonable discretion) of the ownership of and the loss, theft, destruction or mutilation of any Warrant and (in the case of loss, theft or destruction) of indemnity satisfactory to it (in the exercise of reasonable discretion), and (in the case of mutilation) upon surrender and cancellation thereof, the Corporation will execute and deliver in lieu thereof a new Warrant of like tenor.

7. **Reservation of Common Stock.** The Corporation shall at all times reserve and keep available for issue upon the exercise of the Warrant such number of its authorized but unissued shares of Common Stock as will be sufficient to permit the exercise in full of all outstanding Warrants.

8. **Notices.** All notices and other communications from the Corporation to the Subscriber of this Warrant shall be mailed by first class registered or certified mail, postage prepaid, to the address furnished to the Corporation in writing by the Subscriber.

9. **Change; Waiver.** Neither this Warrant nor any term hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

10. **Law Governing.** This Warrant shall be construed and enforced in accordance with and governed by the laws of Nevada.

IN WITNESS WHEREOF, the Corporation has caused this Warrant to be signed by its duly authorized officer on the date set forth below.

<b>Trio Entertainment, Inc.</b>	
<b>Signed:</b>	
<b>Name:</b>	Kristanna Loken
<b>Title:</b>	CEO
<b>Date:</b>	

**NOTICE OF EXERCISE**

TO: Trio Entertainment, Inc.

DATE: \_\_\_\_\_

The undersigned Subscriber, as investor, hereby elects irrevocably to exercise the within Warrant and to purchase the following number of Shares at the Exercise Price of \$1.50/Share:

\_\_\_\_\_.

In addition, Subscriber hereby submits payment in the following amount, based on the number of Warrants exercised above x \$1.50/Share, made payable to Trio Entertainment, Inc.:

\$ \_\_\_\_\_.

Please issue the Shares as to which this Warrant is exercised to or otherwise register them electronically as follows:

Name	
Street Address	
City	
State	
ZIP	

and if said number of Shares shall not be all the Shares evidenced by the within Warrant, issue a new Warrant for the balance remaining of such Shares to \_\_\_\_\_ at the address stated above.

The Warrant, as originally signed and issued to me, is enclosed for surrender herewith for cancellation.

<b>Subscriber Name:</b>	<b>Signature:</b>