

GLOBAL A BRANDS, INC.

A DELAWARE CORPORATION

INSTRUCTIONS TO SUBSCRIPTION AGREEMENT

1. Subscription Agreement

READ THE SUBSCRIPTION AGREEMENT IN ITS ENTIRETY. It contains certain statements and certain representations required to be made by each Subscriber.

- **Initial** the applicable item in **Section 3.5**
- Complete, date, and sign the signature page

2. Subscription, Contribution and Exchange

By executing this Agreement, you will be agreeing to purchase the common stock of Global A Brands, Inc., as defined in the Private Placement Memorandum dated June 2, 2021, in exchange for cash, as set forth in the signature block below your name.

3. Delivery of Items

Hand-deliver or mail items 1 and 2 to Global A Brands, Inc. at the following address:

Global A Brands, Inc.
Attn: William O'Rourke, CEO
11920 Southern Highlands,
#301, Las Vegas, NV 89141

-OR-

Registered Representatives: If your Broker/Dealer requires you to send the Subscription documents and checks to its home office instead of directly to Global A Brands), please adhere to your Broker/Dealer's policy. If you do not know your Broker/Dealer's sales policy, please make sure to contact your Broker/Dealer's home office directly to inquire.

All information required by the Subscription Agreement will remain confidential, except that we may present the subscription agreement to appropriate parties to establish that this offering is exempt from registration under the Securities Act of 1933, as amended, or meets the requirements of applicable state securities laws.

Units are being sold only to certain classes of qualified investors. To become an investor, the investor must demonstrate that the investor is an "Accredited Investor," as that term is defined in Regulation D as promulgated by the SEC under the Securities Act of 1933, as amended; and has the knowledge and experience in business, tax, and financial matters that the investor is capable of evaluating the merits and risks of this investment.

ALL INFORMATION SHOULD BE TYPED OR PRINTED IN BLUE INK.

SECTION 3.5 AND ANY CORRECTION OR ALTERATION MUST BE INITIALED.

ALL SUBSCRIPTIONS FOR THE INITIAL CLOSING MUST BE RECEIVED BY July 31, 2021.

JANUARY 11, 2022

GLOBAL A BRANDS, INC.
A DELAWARE CORPORATION

SUBSCRIPTION AGREEMENT

THE SHARES OF COMMON STOCK ISSUEABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. THERE ARE FURTHER RESTRICTIONS ON THE TRANSFERABILITY OF THE COMMON STOCK. THE PURCHASE OF THE COMMON STOCK 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.

THIS SUBSCRIPTION AGREEMENT (this "**Subscription Agreement**") is entered into by and between Global A Brands, Inc., a Delaware corporation ("**GAB**"), and the undersigned purchaser ("**Subscriber**") of shares of Common Stock issued by GAB (the "**Shares**"), effective as of the date this Subscription Agreement is executed by an authorized officer of GAB, pursuant to the terms and conditions set forth in this Subscription Agreement and the Private Placement Memorandum dated as of June 28, 2021, attached to this Subscription Agreement as **Exhibit A** (the "**Private Placement Memorandum**"), and together with this Subscription Agreement, the "**Offering Documents**"). The Private Placement Memorandum is hereby incorporated into this Subscription Agreement and made a part hereof.

Recitals

WHEREAS, GAB hereby agrees to sell to Subscriber shares of Common Stock of GAB pursuant to the terms of this Subscription Agreement.

NOW, THEREFORE, in consideration of GAB's agreement to accept Subscriber as a holder of the Shares, Subscriber agrees, represents, and warrants as follows:

Section 1. Subscription; Purchase Price; Certain Terms. On the terms and conditions set forth herein, Subscriber will pay (the "**Payment**") to GAB \$0.10 per share of Common Stock of GAB as set forth on Subscriber's signature page counterpart attached hereto. In consideration of the Payment, GAB will issue (the "**Sale**") to Subscriber the Shares of Common Stock set forth on Subscriber's signature page counterpart attached hereto.

1. GAB's determination of the number of Common Stock Shares to be issued to Subscriber pursuant to this Agreement shall be conclusive absent manifest error.
2. The closing (the "**Closing**") of the Payment and Purchase of the Shares shall occur on the earlier to occur of the date that the offering is fully subscribed or June 30, 2021.
3. Subscriber agrees that this subscription is and shall be irrevocable and that it may be rejected, in whole or in part, by GAB, and that the obligations of Subscriber hereunder shall terminate if this subscription is not accepted by GAB. Subscriber understands that GAB will notify Subscriber if this subscription has been rejected for any reason.

4. THE SHARES OF COMMON STOCK ARE ONLY BEING OFFERED TO "ACCREDITED INVESTORS", AS DEFINED IN RULE 501(a) OF REGULATION D PROMULGATED PURSUANT TO THE SECURITIES ACT. SEE SECTION 3.6 BELOW.

Section 2. Further Acknowledgments of Subscriber; Economic Risk; No Liquidity. Subscriber understands and agrees that an investment in the Shares is not a liquid investment. In particular, and in addition to the representations in Section 1 and Section 3 hereof, Subscriber recognizes, acknowledges and agrees that:

1. Subscriber must bear the economic risk of an investment in the Shares for an indefinite period of time, since the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or applicable state securities laws ("State Acts"), and, therefore, cannot be transferred or sold unless either they are subsequently registered under the Securities Act and applicable State Acts, or an exemption from registration is available.

2. No market currently exists for any GAB securities, including the Shares, and there is no assurance that one will develop in the future.

Section 3. Subscriber's Representations and Warranties. Subscriber represents and warrants to and covenants with GAB that:

1. Subscriber and its purchaser representative(s), if any, have carefully reviewed, understand and accept the risks of and other considerations relating to the purchase of the Shares, including the risks outlined in the Private Placement Memorandum and in this Subscription Agreement. Subscriber represents that it is able to bear any loss associated with an investment in the Shares.

2. Subscriber and its purchaser representative(s), if any, have been afforded the opportunity to obtain any information necessary to verify the accuracy of any representations or information provided to Subscriber and its purchaser representative(s) and have had all of their inquiries to GAB answered in full, and have been furnished all requested materials relating to GAB, and the offering of the Common Shares.

3. **Subscriber has been provided with the Private Placement Memorandum provided by GAB. Neither Subscriber nor its purchaser representative(s), if any, have relied upon any other literature by GAB or any of its affiliates, associates or agents in connection with its purchase of the Common Shares.**

4. Subscriber confirms that it is not relying on any communication (written or oral) of GAB or any of its 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 Private Placement Memorandum or otherwise by GAB or any of its affiliates shall not be considered investment advice or a recommendation to purchase the Shares, and that neither GAB nor any of its affiliates are acting or have acted as an advisor to Subscriber in deciding to purchase the Shares. Subscriber acknowledges that neither GAB nor any of its affiliates have made any representation regarding the proper characterization of the Shares for purposes of determining Subscriber's authority to invest in the Shares.

5. Subscriber is an "accredited investor", as defined in Rule 501(a) of Regulation D promulgated pursuant to the Securities Act, by virtue of the fact that (PLEASE INITIAL APPLICABLE CHOICES):

RS (i) Subscriber had individual income (exclusive of any income attributable to Subscriber's spouse) of more than \$200,000 in each of the most recent two years or joint income with