

LQR HOUSE INC.

FORM 8-K (Current report filing)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): October 16, 2026

LQR HOUSE INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-41778

(Commission File Number)

86-1604197

(I.R.S. Employer
Identification Number)

**6538 Collins Ave. Suite 344
Miami Beach, Florida**

(Address of principal executive offices)

33141

(Zip Code)

(786) 389-9771

(Registrant's telephone number, including area code)

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	YHC	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Resignation and Release Agreement

On October 16, 2026, LQR House Inc. (the “**Company**”) entered into a Resignation and Release Agreement (the “**Resignation Agreement**”) with Sean Dollinger, pursuant to which Mr. Dollinger resigned from his position as Chief Executive Officer of the Company and from all other positions held by him as an officer, director, employee, manager, authorized signatory or representative of the Company and its subsidiaries and affiliates, effective October 16, 2026 (the “**Resignation Date**”). The Resignation Agreement also provides for the termination of Mr. Dollinger’s employment agreement, dated March 29, 2023, as amended, effective as of the Resignation Date.

Pursuant to the Resignation Agreement, in consideration of Mr. Dollinger’s resignation, release of claims and other obligations thereunder, the Company agreed to (i) pay Mr. Dollinger a one-time lump-sum cash payment of \$500,000 within eight days following the Resignation Date and (ii) transfer all of the issued and outstanding capital stock of LQR House Acquisition Corp., a Nevada corporation and wholly owned subsidiary of the Company (“**LQR Acquisition**”), to an entity designated by Mr. Dollinger, subject to the terms and conditions of a separate stock purchase agreement. Such cash payment and equity transfer collectively constitute the settlement consideration payable to Mr. Dollinger under the Resignation Agreement.

The Resignation Agreement provides for mutual releases of claims between the Company and Mr. Dollinger, subject to certain exceptions and expressly preserved rights and obligations. The Company also agreed to provide certain indemnification and advancement rights to Mr. Dollinger in connection with specified matters arising from his service to the Company. The Company further agreed to maintain specified directors’ and officers’ liability insurance coverage for Mr. Dollinger for a period of at least six years following the Resignation Date, subject to the alternatives provided in the Resignation Agreement.

The Resignation Agreement also requires the Company to use commercially reasonable efforts to change its legal name to a name that does not include “LQR House” within 90 days following October 16, 2026.

The foregoing description of the Resignation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Resignation Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Stock Purchase Agreement

On October 16, 2026, in connection with the Resignation Agreement, the Company entered into a Stock Purchase Agreement (the “**Stock Purchase Agreement**”) with Boston Crest PVT LTD, an Indian company owned and controlled by Kumar Abhishek, the Company’s outgoing Chief Financial Officer (the “**Purchaser**”), and Mr. Dollinger, pursuant to which the Company agreed to sell, transfer and assign to the Purchaser all of the issued and outstanding capital stock of LQR Acquisition (the “**Equity Transfer Transaction**”). LQR Acquisition’s primary operations relate to the cwspirits.com website.

The Equity Transfer Transaction constitutes a portion of the settlement consideration payable to Mr. Dollinger under the Resignation Agreement, and no separate cash purchase price is payable by the Purchaser under the Stock Purchase Agreement.

The closing of the Equity Transfer Transaction is subject to customary closing conditions, including the accuracy of the Company’s representations and warranties, compliance with applicable covenants, and receipt of required approvals, consents and authorizations. The Stock Purchase Agreement provides that the closing shall occur no later than 60 days following the Resignation Date, subject to the terms and provisions of the Stock Purchase Agreement.

Pursuant to the Stock Purchase Agreement, the Purchaser agreed to fulfill certain contracts entered into by the Company directly related to the operation of the website cwspirits.com, including contracts and ordinary-course expenses associated with marketing, sales, fulfillment and revenue generation through such website. The Purchaser also agreed to indemnify the Company and its affiliates against liabilities relating to such contracts, and Mr. Dollinger agreed to undertake certain obligations in connection with the Purchaser's performance thereof.

The Stock Purchase Agreement contains customary representations, warranties, covenants, releases and indemnification provisions, including certain limitations on liability.

The foregoing description of the Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Stock Purchase Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Chief Executive Officer

Effective October 16, 2026, Mr. Sean Dollinger resigned as Chief Executive Officer of the Company and from all other positions held by him as an officer, director, employee, manager, authorized signatory or representative of the Company and its subsidiaries and affiliates.

In connection with his resignation, the Company and Mr. Dollinger entered into the Resignation Agreement described in Item 1.01 of this Current Report on Form 8-K, which description is incorporated herein by reference.

Resignation of Chief Financial Officer

On October 16, 2026, Mr. Kumar Abhishek resigned from the position of Chief Financial Officer of the Company and from all other positions held by him as an officer, director, employee, manager, authorized signatory or representative of the Company and its subsidiaries and affiliates, effective immediately. Mr. Kumar's resignation was not the result of any disagreement with the Company on any matter relating to the Company's operations, policies, or practices.

Appointment of Chief Executive Officer

On October 16, 2026, the Board of Directors (the "**Board**") of the Company appointed Mr. Lihong "Leo" Chen as Chief Executive Officer of the Company, effective immediately.

Mr. Chen is an experienced finance and business executive with over 10 years of experience in corporate management, financial operations, capital markets, and strategic planning. From May 2022 to August 2026, Mr. Chen served as Chairman of Shenzhen Jincheng Confidentiality Technology Co., Ltd., where he oversaw the company's strategic development, financial management, capital investments, and business operations. From May 2016 to May 2022, Mr. Chen served as General Manager of the Financing Department at Beijing Energy International Holdings Co., Ltd., where he led the company's financing operations, treasury management, budgeting, and financial controls. During his tenure, he managed financing activities for 21 power station projects totaling over \$1 billion and oversaw various debt financing transactions, including the issuance of medium-term notes, private placement bonds, and corporate bonds. Mr. Chen holds a Bachelor of Management degree in Financial Management from Guangdong University of Finance and Economics and a Master of Economics degree from the University of Sydney.

Mr. Chen brings to the Company extensive experience in financial management, corporate strategy, capital markets, and business development, including expertise in structuring financing transactions, managing financial operations, and overseeing corporate investments.

The selection of Mr. Chen to serve as Chief Executive Officer of the Company was not pursuant to any arrangement or understanding with any other person. There are no family relationships between Mr. Chen and any director or executive officer of the Company, and there are no transactions between Mr. Chen and the Company that would be required to be reported under Item 404(a) of Regulation S-K.

As of the date of this filing, no employment agreement or compensatory arrangement has been entered into between the Company and Mr. Chen. The Company expects to enter into an employment agreement with Mr. Chen, the material terms of which will be disclosed when finalized.

Appointment of Chief Financial Officer

On October 16, 2026, the Board appointed Mr. Kit Yan “Mark” Lau as Chief Financial Officer of the Company, effective immediately.

Mr. Lau is an experienced finance and accounting executive with a background in financial management, corporate governance, accounting and regulatory compliance. Mr. Lau is a licensed accountant and has served in various financial leadership positions, including as Chief Financial Officer and Finance Manager of several companies, some of which are listed on the Hong Kong Stock Exchange. Mr. Lau is a member of the Chartered Institute for Securities & Investment and the Institute of Public Accountants (Australia). He is also a Certified ESG Planner and an Associate Member of The Hong Kong Chartered Governance Institute. Mr. Lau holds degrees in accounting from Hong Kong Baptist University and the University of South Australia.

Mr. Lau brings to the Company experience in financial reporting, accounting, corporate governance and financial management, including experience serving in financial leadership roles at publicly listed companies.

The selection of Mr. Lau to serve as Chief Financial Officer of the Company was not pursuant to any arrangement or understanding with any other person. There are no family relationships between Mr. Lau and any director or executive officer of the Company, and there are no transactions between Mr. Lau and the Company that would be required to be reported under Item 404(a) of Regulation S-K.

As of the date of this filing, no employment agreement or compensatory arrangement has been entered into between the Company and Mr. Lau. The Company expects to enter into an employment agreement with Mr. Lau, the material terms of which will be disclosed when finalized.

Item 7.01 Regulation FD Disclosure.

On October 16, 2026, the Company issued a press release announcing the resignation of Mr. Dollinger as Chief Executive Officer of the Company and the appointment of Mr. Chen as the Company’s new Chief Executive Officer. A copy of the press release is furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K.

The information contained in this Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are furnished with this Form 8-K:

Exhibit No.	Description
10.1*	Resignation and Release Agreement, dated October 16, 2026, by and between LQR House Inc. and Sean Dollinger
10.2	Stock Purchase Agreement, dated October 16, 2026, by and among LQR House Inc., Boston Crest PVT LTD and Sean Dollinger.
99.1	Press Release, dated October 16, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: October 16, 2026

LQR HOUSE INC.

By: /s/ Lihong “Leo” Chen

Name: Lihong “Leo” Chen

Title: Chief Executive Officer

Certain information identified by [***] has been omitted from this exhibit because it is both (i) not material and (ii) the type of information that the Company customarily and actually treats as private or confidential.

RESIGNATION AND RELEASE AGREEMENT

This RESIGNATION AND RELEASE AGREEMENT, dated October 16, 2026 (the “**Agreement**”), is made between LQR House Inc., a Delaware corporation, together with its predecessors, successors, and assigns, and its current direct and indirect subsidiaries and affiliates (collectively, the “**Company**”), and Sean Dollinger, an individual who is the Chief Executive Officer of the Company (“**Dollinger**” and together with the Company, the “**Parties**,” and each, a “**Party**”).

WHEREAS, Dollinger has been serving as Chief Executive Officer of the Company since January 2023, pursuant to that certain Employment Agreement, dated as of March 29, 2023, as amended from time to time (the “**Employment Agreement**”);

WHEREAS, Dollinger desires to resign from his position as Chief Executive Officer and from any other positions held as an officer, director, employee, manager, authorized signatory or representative of the Company, effective as of October 16, 2026 (the “**Resignation Date**”);

WHEREAS, the Company desires to accept Dollinger’s resignation, terminate the Employment Agreement, resolve certain compensation matters, provide for a release of claims, and establish the Parties’ respective rights and obligations following the Resignation Date; and

WHEREAS, the Parties have agreed that, as part of the Settlement Payment (as defined below), the Company will transfer, or cause to be transferred, all of the issued and outstanding equity interests of LQR House Acquisition Corp. to an entity specified by Dollinger, pursuant to a separate Stock Purchase Agreement (as defined below) to be executed on or before Resignation Date, on terms and conditions to be set forth therein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Resignation and Separation Date.** Effective as of the Resignation Date, Dollinger hereby irrevocably resigns from his position as Chief Executive Officer and from any and all other positions he holds as an officer, director, employee, manager, authorized signatory or representative of the Company or any of its subsidiaries or affiliates. As of the Resignation Date, Dollinger’s employment and all officer, director, employee, management, agency, signatory and representative relationships with the Company shall terminate. Dollinger shall thereafter have no authority to act for, represent, bind or incur any obligation on behalf of the Company. On or promptly following the Resignation Date, Dollinger shall execute and deliver such additional resignation letters, certifications, banking resolutions, account authorizations and other instruments as the Company may reasonably request to evidence or implement the termination of his positions and authority. Except for the rights and obligations expressly set forth in this Agreement, the Employment Agreement and all rights and obligations of the Parties thereunder shall terminate effective as of the Resignation Date. Without limiting the foregoing, following the Resignation Date, Dollinger shall have no right to receive any salary, bonus, severance, benefits, reimbursement, equity award or other compensation under the Employment Agreement or otherwise by reason of his employment or service to the Company, except for the payment expressly provided for in Section 3 of this Agreement. Dollinger’s ownership of any issued and outstanding equity securities of the Company shall not be affected by this Agreement, except as expressly provided herein. From and after the Resignation Date, Dollinger shall be solely responsible for, and bear the cost of, all filings required under applicable securities laws relating specifically to Dollinger, including his ownership of Company securities and status as a former officer, director, or insider, including any filings under Sections 13 or 16 of the Securities Exchange Act of 1934, as amended.

2. Releases.

(a) *Release by Dollinger.* In consideration of the payments and other benefits provided under this Agreement, Dollinger, on behalf of himself and his heirs, representatives, successors and assigns, irrevocably releases and forever discharges the Company and its current and former shareholders, directors, officers, employees, agents, representatives, attorneys, insurers, successors and assigns (collectively, the “**Company Released Parties**”) from all claims, liabilities and causes of action, whether known or unknown, accrued or unaccrued, arising out of or relating to any matter occurring on or before the date of this Agreement, including Dollinger’s employment, compensation, service, resignation and separation from the Company. This release includes all claims arising under or relating to the Employment Agreement and any other compensation, bonus, severance or employment-related arrangement, including claims arising under the Age Discrimination in Employment Act of 1967, as amended (the “**ADEA**”). Notwithstanding the foregoing, Dollinger does not release: (i) the payment expressly provided for in this Agreement; (ii) his indemnification and advancement rights under this Agreement; (iii) vested rights under any applicable benefit plan; (iv) rights arising solely from his ownership of Company securities; (v) rights that cannot lawfully be waived; (vi) his right to enforce this Agreement; or (vii) rights arising under the Stock Purchase Agreement or any ancillary agreement entered into in connection with the Equity Transfer Transaction (as defined below). Dollinger further acknowledges that he has been advised in writing to consult with an attorney before executing this Agreement, that he has been given at least twenty-one (21) days to consider this Agreement, that he may execute this Agreement before the end of that period voluntarily and without coercion, and that he may revoke this Agreement by delivering written notice to the Company within seven (7) days after executing it, and that the release of ADEA claims shall not become effective until the expiration of such seven-day revocation period. Nothing in this Agreement waives any rights or claims arising after the date on which Dollinger executes this Agreement.

(b) *Release by the Company.* In consideration of the payments and other benefits provided under this Agreement, the Company, on behalf of its current and former shareholders, directors, officers, employees, agents, representatives, attorneys, insurers, successors and assigns, irrevocably releases and forever discharges Dollinger from all claims, liabilities and causes of action, whether known or unknown, accrued or unaccrued, arising out of or relating to any matter occurring on or before the date of this Agreement, including Dollinger’s employment, compensation, service, resignation and separation from the Company; provided, however, that the Company does not release, and expressly reserves, (i) any claim against Dollinger to the extent the Company becomes subject to any third-party claim arising out of or relating to acts or omissions occurring before November 21, 2024; and (ii) any claim against Dollinger to the extent the Company becomes subject to any third-party claim arising out of or relating to the Transferred Equity (as defined below), or the ownership, operation or affairs of the Transferred Equity, occurring on or after November 21, 2024, except for the liabilities and potential liabilities set forth in Schedule 2(b).

(c) *Unknown Claims.* Each of Dollinger and the Company acknowledges that it may later discover facts or claims different from, or in addition to, those it now knows or believes to be true, but each nonetheless intends the releases in Sections 2(a) and 2(b) to remain a full and final release of all claims within their respective scope, including unknown and unsuspected claims, and such releases shall not be affected by the later discovery of any such different or additional facts or claims.

3. Settlement Payment.

(a) In consideration of Dollinger’s release and other obligations under this Agreement, the Company will, subject to the terms and conditions of the Stock Purchase Agreement and Section 10 of this Agreement, (i) transfer, or cause to be transferred, to an entity specified by Dollinger (“**NewCo**”), all of the issued and outstanding equity interests of LQR House Acquisition Corp. (the “**Transferred Equity**”), pursuant to the terms and subject to the conditions of the stock purchase agreement dated on or about the Resignation Date (the “**Stock Purchase Agreement**”), and (ii) pay to Dollinger a one-time lump-sum cash payment of Five Hundred Thousand Dollars (\$500,000) (the “**Cash Payment**”), payable by wire transfer of immediately available funds to an account designated in writing by Dollinger within eight (8) days following the Resignation Date. The Transferred Equity and the Cash Payment, collectively, constitute the sole and exclusive payment and consideration payable to Dollinger under this Agreement in full and final settlement of any and all amounts, obligations, claims, or other payment rights otherwise owed or allegedly owed to Dollinger by the Company or any of its affiliates under this Agreement, the Employment Agreement, or any other contractual agreement between Dollinger and the Company or any of its affiliates (collectively, the “**Settlement Payment**”). Except for the Settlement Payment, no other fees, expenses, payments, or other consideration will be due or payable to Dollinger by the Company or any of its affiliates, except as expressly provided in this Agreement or the Stock Purchase Agreement. The Company’s obligation to transfer the Transferred Equity is subject to and governed by the Stock Purchase Agreement, and the Company will have no obligation to provide the Transferred Equity in any form other than as expressly contemplated by the Stock Purchase Agreement. The Cash Payment will be payable as expressly provided in this Section 3. In the event Dollinger is found, by a court of competent jurisdiction or other tribunal of competent jurisdiction in a final, non-appealable determination, to have materially breached this Agreement, the Cash Payment shall be forfeited and Dollinger shall promptly refund and repay the full amount of the Cash Payment (the “**Forfeit Amount**”) to the Company.

(b) Upon consummation of the closing under the Stock Purchase Agreement (the “Closing”) and payment of the Cash Payment, the Transferred Equity and the Cash Payment together will constitute payment in full, final settlement, and complete satisfaction of the Settlement Payment. Notwithstanding anything to the contrary contained in this Agreement, the Stock Purchase Agreement, or any other agreement between Dollinger and the Company or any of its affiliates, effective upon the Closing and payment of the Cash Payment, Dollinger acknowledges and agrees that: (i) the Settlement Payment has been fully paid, satisfied, discharged, released, and extinguished in full; (ii) the transfer of the Transferred Equity to NewCo and the Cash Payment together constitute the full and final satisfaction of the Settlement Payment; (iii) neither the Company nor any of its affiliates has any further obligation to provide or pay Dollinger any portion of the Settlement Payment, whether in cash, equity, or otherwise; and (iv) neither Dollinger nor NewCo will have any claim against the Company or any of its affiliates for any additional payment or other consideration arising out of or relating to the Settlement Payment or the matters resolved thereby, including any claim for wages, compensation, benefits, bonuses, commissions, reimbursements, damages, or other monetary or non-monetary relief; provided that nothing in this clause (iv) limits any right expressly preserved under this Agreement or the Stock Purchase Agreement.

(c) The Company’s obligation to transfer, or cause to be transferred, the Transferred Equity to NewCo is expressly conditioned upon Dollinger’s resignation becoming effective as of the Resignation Date. If Dollinger’s resignation does not become effective as of the Resignation Date, the Company shall have no obligation to transfer the Transferred Equity. If Dollinger’s resignation becomes effective and the Closing does not occur by the outside date set forth in the Stock Purchase Agreement for reasons other than Dollinger’s or NewCo’s material breach of the Stock Purchase Agreement, Dollinger shall retain all rights and remedies under the Stock Purchase Agreement and this Agreement, and the Company’s obligation to consummate the Equity Transfer Transaction shall survive.

(d) Except for the Settlement Payment (including the Cash Payment), Dollinger acknowledges and agrees that, as of the Resignation Date, Dollinger has received all salary, wages, bonuses, commissions, severance, reimbursements, benefits, and other compensation or amounts due or payable to Dollinger by the Company or any of its affiliates under the Employment Agreement or otherwise.

(e) Dollinger acknowledges that he has had the opportunity to obtain independent legal, tax, financial, and other professional advice regarding the transactions contemplated by this Section 3 and the Stock Purchase Agreement.

(f) Notwithstanding the foregoing, the Forfeit Amount shall be limited to the amount of actual damages sustained by the Company as a direct result of Dollinger’s material breach of this Agreement. In no event shall the Company be entitled to recover the full amount of the Cash Payment solely by virtue of a finding of material breach, absent a specific finding that the Company sustained actual damages in that amount.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The execution and delivery of this Agreement by such Party have been duly authorized by all necessary action on the part of such Party.

(c) This Agreement has been duly executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) It has not assigned, transferred or otherwise conveyed to any person or entity any claim released by such Party under this Agreement, and no other person or entity has any ownership interest in any such released claim.

(e) It has had a full and fair opportunity to read and review this Agreement, fully understands its terms and conditions, and has been advised of its right to consult with, and has had the opportunity to consult with, independent legal counsel of its own choosing before executing this Agreement.

(f) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

5. Indemnification. Subject to the limitations and procedures set forth in this Section 5, including Section 5.1 regarding the SEC Investigation (as defined below), the Company shall indemnify Dollinger against losses, liabilities, judgments, fines, penalties, settlement amounts and reasonable attorneys' fees and expenses actually and reasonably incurred by Dollinger in connection with any threatened, pending or completed claim, action, suit, proceeding, investigation or inquiry arising directly from acts or omissions by Dollinger in his capacity as Chief Executive Officer or another authorized officer or representative of the Company during the period beginning on November 21, 2024 and ending on the Resignation Date (the "**Covered Service Period**"). For the avoidance of doubt, with the exception of the SEC Investigation, the Company shall have no obligation under this Agreement to indemnify or advance expenses to Dollinger with respect to any act, omission, event, circumstance, decision, transaction or conduct occurring before November 21, 2024, regardless of when the related claim, action, proceeding, investigation, inquiry, subpoena or liability is asserted, commenced, discovered or incurred.

The Company shall advance reasonable attorneys' fees and expenses incurred in defending a matter within the scope of this Section 5, subject to Dollinger's delivery of a written undertaking to repay such amounts if it is ultimately determined that he is not entitled to indemnification. Dollinger shall promptly notify the Company in writing of any matter for which indemnification or advancement is sought. Except as Section 5.1 may limit such with respect to Pre-Litigation SEC Defense, the Company shall have the right to assume and control the defense with counsel reasonably acceptable to Dollinger. Dollinger may retain separate counsel at his own expense, except that the Company shall pay the reasonable fees and expenses of separate counsel if both sets of counsel advise in writing that an actual, material conflict of interest exists between the Company and Dollinger. The Company shall not settle any matter in a manner that imposes any admission of wrongdoing, nonmonetary obligation or unreimbursed monetary liability on Dollinger without Dollinger's prior written consent, not to be unreasonably withheld, conditioned or delayed. Dollinger shall not settle any indemnifiable matter without the Company's prior written consent.

For a period of at least six (6) years following the Resignation Date, the Company shall maintain in effect directors' and officers' liability insurance covering Dollinger for claims arising from acts or omissions by Dollinger in his capacity as a director, officer or other authorized representative of the Company or any of its subsidiaries or affiliates occurring on or before the Resignation Date, on terms, conditions, retentions and limits of liability that are customary for similarly situated public companies and no less favorable, in the aggregate, than the coverage maintained by the Company for its current directors and executive officers during such period; provided, however, that if such insurance coverage is provided through a prepaid runoff or tail policy purchased on or before the Resignation Date that affords such coverage for such six-year period, the Company's obligations under this sentence shall be deemed satisfied. As an alternative to the obligation in the preceding sentence, the Company shall have the right to make a payment to Dollinger of \$50,000.

For the avoidance of doubt, nothing in this Agreement, including the releases set forth in Section 2, the limitations on indemnification or advancement contained in this Section 5, Dollinger's resignation, or the consummation of the Equity Transfer Transaction, is intended to, or shall be construed to, waive, release, limit, impair or otherwise adversely affect Dollinger's status or rights as an insured person under any directors' and officers' liability insurance policy maintained by or for the benefit of the Company. The Company shall not take, or omit to take, any action that would knowingly terminate, waive, release or materially impair coverage otherwise available to Dollinger under such policies except in the event the Company chooses to make the \$50,000 payment described at the end of the preceding paragraph.

5.1 Pre-Litigation SEC Defense Costs. Notwithstanding anything to the contrary in Section 5, the Company shall be responsible for and shall pay all reasonable attorneys' fees, costs, and expenses incurred by Dollinger in connection with his defense of the pending investigation by the United States Securities and Exchange Commission, [***] (the "**SEC Investigation**"), including, without limitation, responding to SEC inquiries, subpoenas, document requests, testimony, preparation and submission of any Wells submission, and any related settlement discussions or negotiations (collectively, the "**Pre-Litigation SEC Defense**"). The Company's obligation to pay such fees, costs, and expenses shall continue through and include any Wells submission and settlement negotiations and shall terminate upon the SEC's formal filing of a complaint in a United States District Court relating to the SEC Investigation or the issuance of an order instituting proceedings (OIP) initiating an administrative case.

Unless and until such counsel advises in writing that an actual, material conflict of interest exists between the Company and Dollinger, the legal representation obtained for such fees, costs, and expenses shall be for the benefit of the Company as well as Dollinger, with the Company and Dollinger jointly instructing and directing legal counsel; following such advice regarding a conflict of interest, such counsel shall act solely for Dollinger, with Dollinger unilaterally instructing and directing such counsel. Dollinger shall be entitled to choose such legal counsel for the Pre-Litigation SEC Defense (provided that if Dollinger does not engage such counsel within seven days of receipt of a Wells notice by either the Company or Dollinger, the Company may select and engage such counsel). The Company shall retain such counsel in both parties' names and shall pay such fees, costs, and expenses directly to such counsel upon receipt of reasonably detailed invoices, within thirty (30) days of receipt thereof. Notwithstanding the foregoing, the Company's aggregate financial obligation for the Pre-Litigation SEC Defense shall not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000), and the Company shall only be responsible for invoices issued by Richard Roth, Esq., if they (a) relate to legal services provided by his office prior to November 1, 2026 or (b) they do not exceed \$5,000 in aggregate for the period beginning November 1, 2026 or (c) such fees have been approved by the Company prior to the rendering of the related legal services and the invoices contain a reasonably detailed narrative of the work undertaken and the reason for the cost. The Company's payment obligations under this Section 5.1 shall survive the execution and closing of this Agreement and shall not be contingent upon the outcome of the SEC Investigation or subject to the repayment undertaking required under Section 5.

Except for the foregoing limitation on Pre-Litigation SEC Defense expenses, nothing in this Section 5.1 shall limit or impair any other indemnification rights, advancement rights, or insurance coverage otherwise available to Dollinger under this Agreement, applicable law, the Company's governing documents, or any applicable directors' and officers' liability insurance policy. For the avoidance of doubt, the Company shall not be liable to indemnify Dollinger against or to otherwise pay any fines or other penalties assessed personally against Dollinger, or agreed to by Dollinger as part of a settlement, in relation to an SEC enforcement action.

6. Cooperation.

(a) Dollinger acknowledges the SEC Investigation and agrees, following the Resignation Date, to provide reasonable and good-faith cooperation in connection with such investigation and any related inquiry, examination, subpoena, enforcement action or proceeding, as well as any internal investigation, review or inquiry conducted by or on behalf of the Company, including with respect to acts, omissions, events, transactions and circumstances occurring before November 21, 2024. Such cooperation shall include, upon reasonable advance notice: (i) participating in interviews and meetings; (ii) reviewing and identifying relevant documents and information; (iii) providing truthful information and testimony; (iv) executing declarations, affidavits or certifications that are accurate to Dollinger's knowledge; and (v) appearing for testimony, depositions, hearings or proceedings when reasonably requested or legally required. Dollinger shall preserve and shall not destroy, delete, alter or conceal any documents or electronically stored information potentially relevant to the SEC investigation, any such internal investigation, or any related matter. The Company shall reimburse Dollinger for reasonable, documented out-of-pocket expenses incurred solely as a result of cooperation requested by the Company, but shall not be responsible under this Section 6 for any other fees including but not limited to Dollinger's personal attorneys' fees unless approved in advance in writing by the Company. For the avoidance of doubt, notwithstanding anything to the contrary in Section 5, the Company shall have no obligation under Section 5 or otherwise under this Agreement to advance or reimburse Dollinger's personal attorneys' fees or other legal fees incurred in connection with the SEC Investigation or any such internal investigation unless such fees have been approved in advance in writing by the Company. Nothing in this Section 6 requires Dollinger to waive attorney-client privilege, work-product protection, Fifth Amendment rights or any other personal legal right; provided, however, that Dollinger shall not improperly assert any privilege belonging solely to the Company.

(b) Dollinger will also provide reasonable and good-faith cooperation, upon the Company's reasonable advance request, in connection with any pending or future litigation, investigation, inquiry, examination, subpoena, enforcement action, or proceeding involving the Company, its affiliates, or any of their respective current or former directors, officers, employees, or agents, to the extent relating to matters about which Dollinger has relevant information or knowledge arising from his service to the Company. Such cooperation may include providing information, participating in interviews or meetings, and appearing to give truthful testimony in depositions, hearings, trials, or other proceedings. The Company will reimburse Dollinger for reasonable, documented out-of-pocket expenses (excluding Dollinger's personal attorneys' fees and other legal fees unless approved in advance in writing by the Company) incurred solely as a result of cooperation requested by the Company. To the extent permitted by applicable law, Dollinger will promptly notify the Company in writing if he receives a subpoena, court order, or other compulsory legal process seeking information relating to his service to the Company, and will provide the Company a reasonable opportunity to seek protective treatment or other appropriate relief. Nothing in this paragraph requires Dollinger to notify the Company of, or limits, any communication with a governmental agency, any report of a possible violation of law, or any other communication protected by applicable law.

7. Confidentiality. Each Party acknowledges the confidential nature of the terms and conditions of this Agreement (collectively, the "**Confidential Information**") and agrees that it will not: (a) disclose any Confidential Information to any person or entity, except to such Party's affiliates, employees, attorneys, accountants, advisors, and other representatives who need to know the Confidential Information to assist such Party, or act on its behalf, in exercising its rights or performing its obligations under this Agreement; or (b) use, or permit access to or use of, the Confidential Information for any purpose other than exercising its rights or performing its obligations under this Agreement. Each Party will be responsible for any breach of this Section 7 by its affiliates, employees, advisors, or other representatives. Notwithstanding the foregoing, the Company may disclose Confidential Information to the extent permitted or required by Section 8. Confidential Information that becomes publicly available through a disclosure permitted under Section 8, other than as a result of a breach of this Agreement, will no longer be Confidential Information under this Section 7. Nothing in this Agreement prohibits or restricts either Party from communicating with, providing information to, filing a charge or complaint with, or participating in an investigation or proceeding conducted by the SEC or any other federal, state, or local governmental or regulatory authority. Nothing in this Agreement prohibits or restricts the Company from complying with its disclosure obligations under applicable SEC rules and regulations or Nasdaq rules, as more fully described in Section 8.

8. Publicity and Announcements. Dollinger shall not issue any press release or make any public statement concerning this Agreement, his resignation, his separation from the Company, or any proposed transaction involving Company assets without the Company's prior written consent. The Company may make such public disclosures, filings and statements as it determines are required or advisable under applicable law, SEC rules, securities exchange requirements or the Company's disclosure obligations. Neither Party shall knowingly make any false statement of fact concerning the other Party (or such other Party's directors, officers, investors and advisors) that is intended to materially harm the reputation of such other Party (or such other Party's directors, officers, investors and advisors). This provision shall not apply to truthful statements made in legal, regulatory or governmental proceedings; communications with governmental agencies; testimony under oath; legally required disclosures; or statements made to legal, tax or financial advisors.

For the avoidance of doubt, nothing in this Agreement shall prohibit Dollinger from truthfully disclosing or discussing his resignation from, or separation from, the Company (provided that, in doing so, Dollinger does not disparage the Company or its officers, directors, agents, consultants, or assigns) in connection with any prospective employment, engagement, business opportunity, background or reference check, or inquiry from a prospective employer, recruiter, placement firm, or other person or entity evaluating Dollinger's employment or professional history. Dollinger may accurately identify the fact and effective date of his resignation and provide a truthful description of the circumstances relating to his departure, provided that he does not disclose the confidential terms of this Agreement except as otherwise permitted by this Agreement, and provided further that, in doing so, Dollinger does not disparage the Company or its officers, directors, agents, consultants, or assigns.

9. Non-disparagement. Neither Party will make any disparaging, defamatory, or derogatory statements regarding the other Party, its affiliates, or, in the case of the Company, the Company Released Parties. Nothing in this Section 9 prohibits either Party from making truthful statements when required by law or legal process, testifying truthfully, providing truthful information to a governmental agency, or making disclosures protected by applicable law. Nothing in this Section 9 shall prohibit any communication expressly permitted by Section 8.

10. Separate Asset Transaction. The Parties acknowledge that, as part of the Settlement Payment, the Company will transfer, or cause to be transferred, to NewCo all of the issued and outstanding equity interests of LQR House Acquisition Corp. (the "**Equity Transfer Transaction**") pursuant to the Stock Purchase Agreement. The Equity Transfer Transaction will be effected in accordance with the terms and conditions of the Stock Purchase Agreement and will be subject to the satisfaction of the applicable closing conditions and all applicable corporate, regulatory, contractual, and other requirements set forth therein or otherwise required by applicable law. Except as expressly provided in Section 3 of this Agreement, the Stock Purchase Agreement will govern the terms of the Equity Transfer Transaction. The Equity Transfer Transaction will be subject to approval by the Board and any other approvals, filings, disclosures, or consents required by applicable law, the rules of any applicable securities exchange, the Company's governing documents, or any applicable contract, in each case to the extent required in connection with the Equity Transfer Transaction. The release set forth in this Agreement will not release, waive, limit, or otherwise impair any rights or obligations arising under the Stock Purchase Agreement or any ancillary agreement entered into in connection with the Equity Transfer Transaction; provided, however, that nothing in the Stock Purchase Agreement or any such ancillary agreement will modify, expand, or revive any claim or obligation that is expressly released, waived, or satisfied under this Agreement.

11. Name Change. Within 90 days of the date hereof, the Company shall use commercially reasonable efforts to change its legal name from LQR House to a name that does not include "LQR House", including taking such actions and making such filings as are reasonably necessary or appropriate with the applicable governmental authorities in the State of Delaware. Furthermore, the Company will not object to Dollinger's use of the name LQR House, provided however, and notwithstanding the Company's changing its name, the parties acknowledge and agree that the name LQR House may have been used by the Company or its affiliates prior to the effective date of the Company's name change in connection with the Company's business, including in previously published materials, advertisements, websites, social media, marketing materials, business records, contracts, agreement, correspondence, and other communications or materials (collectively, "Prior Uses").

Dollinger acknowledges and agrees that the Company shall have no obligation to identify, remove, modify, recall, or otherwise alter any Prior Uses, and that the continued existence or availability of any Prior Uses following the effective date of the Company's name change shall not constitute a breach of this Agreement or a violation of Dollinger's rights in or to the name LQR House. Dollinger further acknowledges that the Company cannot reasonably control or require third parties to remove, modify, or discontinue references to the name LQR House that were published or disseminated prior to the effective date of the Company's name change. The Company's decision to no longer use the name LQR House shall apply prospectively as of the effective date of the Company's name change and shall not create any obligation on the part of the Company to alter or republish historical materials or to require third parties to modify or remove previously published references to the name LQR House.

Dollinger acknowledges and agrees that the Company makes no representation, warranty, or guarantee, express or implied, regarding the availability, registrability, enforceability, or continued use of the name LQR House by Dollinger or NewCo or any other entity. Without limiting the foregoing, the Company makes no representation that the name LQR House is available for registration or use as a corporate name, trade name, assumed name, trademark, service mark, domain name, social media identifier, or otherwise, or that the use or registration of the name LQR House by Dollinger will not infringe, conflict with, or otherwise be subject to the rights of any third party or governmental authority.

Dollinger acknowledges that he is solely responsible for determining the availability and suitability of the name LQR House and for conducting any searches, investigations, filings, registrations, or other due diligence that he deems appropriate in connection with his use or registration of the LQR House name. Dollinger assumes all risks and responsibility associated with his use, registration, or attempted registration of the name LQR House, and the Company shall have no liability or responsibility to Dollinger arising from or relating to any third-party rights, governmental requirements, refusal of registration, infringement claim, or other restriction affecting Dollinger's use or registration of the name LQR House.

12. Cannon Estate. Within 30 days of the date hereof, the Company shall use commercially reasonable efforts to transfer and assign 113,085 common shares (the "**Transferred Shares**") of Cannon Estate Winery Ltd. ("**Cannon Estate**") to Dollinger, representing the Company's minority interest in Cannon Estate. Dollinger acknowledges that the Transferred Shares constitute a minority interest in Cannon Estate and that Dollinger has had the opportunity to obtain such information concerning Cannon Estate and the Transferred Shares as he considers necessary or appropriate. Dollinger further acknowledges that the Company has made no representation or warranty concerning the future value, profitability, distributions, liquidity or marketability of the Transferred Shares, except as expressly set out in this Agreement.

Dollinger acknowledges and agrees that the Transferred Shares may be subject to restrictions on transfer, rights of first refusal, rights of first offer, co-sale rights, drag-along or tag-along rights, voting arrangements or other restrictions pursuant to Cannon Estate's articles, other constating documents, any shareholders' agreement or any other agreement applicable to the Transferred Shares. Dollinger agrees to be bound by such provisions to the extent applicable to the Transferred Shares.

The transfer of the Transferred Shares is made in connection with Dollinger's former employment with the Company and shall not create or constitute any continuing employment, consulting, fiduciary or other service relationship between Dollinger and the Company or Cannon Estate.

Dollinger shall be responsible for any taxes payable by Dollinger arising from or in connection with the transfer or ownership of the Transferred Shares, except to the extent otherwise required by applicable law. The parties shall reasonably cooperate with one another in connection with any required tax filings or other governmental reporting relating to the transfer.

13. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summonses, and other legal process, and other similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the signature page of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 13(a)). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this Section 13(a).

(b) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with and enforced under, the laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in any federal or state court located in the State of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by certified mail in accordance with Section 13(a) will be effective service of process for any suit, action, or other proceeding brought in any such court. Process in any such suit, action, or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Each Party irrevocably waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. For the avoidance of doubt, any suit, action, or proceeding arising out of or relating to the Stock Purchase Agreement or the transactions contemplated thereby shall be governed by the jurisdiction and dispute resolution provisions set forth in the Stock Purchase Agreement.

(c) This Agreement and each of the terms and provisions hereof may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(d) Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party.

(e) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

(f) For purposes of this Agreement, (i) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation, and execution of this Agreement (including the fees and expenses of its advisors, accountants, and legal counsel). In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs.

(j) This Agreement and the payments and undertakings contemplated hereby constitute a compromise of disputed matters and shall not be construed as an admission of liability, wrongdoing or violation of law by either Party.

(k) The Company makes no representation regarding the tax treatment of any payment under this Agreement. Dollinger shall be responsible for his personal tax obligations, except for amounts the Company is required by law to withhold or remit, and any amount so withheld shall be treated as having been paid to Dollinger. As of the date this Agreement is executed the Company is not aware of any taxes that will be withheld from the Cash Payment to Dollinger.

(l) This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, relating to such subject matter; provided, however, that the Stock Purchase Agreement and any ancillary agreements entered into in connection with the Equity Transfer Transaction are separate agreements that are not superseded by this Agreement and will remain in full force and effect in accordance with their respective terms. The Parties acknowledge and agree that the subject matter of this Agreement includes Dollinger’s resignation, separation, release, compensation, indemnification, cooperation obligations, and the Settlement Payment, including the transfer of the Transferred Equity and the Cash Payment as provided in Section 3. The Stock Purchase Agreement will govern exclusively the terms and conditions of the Equity Transfer Transaction, including the transfer of the Transferred Equity, the applicable representations, warranties, covenants, conditions to closing, and other terms of such transaction, except to the extent this Agreement expressly provides for the Transferred Equity as a component of the Settlement Payment. Nothing in the Stock Purchase Agreement or any ancillary agreement entered into in connection with the Equity Transfer Transaction will modify, limit, or otherwise affect the rights, obligations, releases, or other provisions expressly set forth in this Agreement, except as expressly agreed in writing by the Parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

LQR House Inc.

By /s/ Hoi Ho George Wong

Name: Hoi Ho George Wong

Title: Director

Address for notices:

c/o National Registered Agents, Inc.
1209 Orange Street
Wilmington, DE 19801

with copies (which shall not constitute notice) to:

McCarter & English, LLP
250 W. 55th Street, 13th Floor
New York, NY 10019
Attention: Huan Lou

Sean Dollinger

By /s/ Sean Dollinger

Name: Sean Dollinger

Address for notices:

6800 Indian Creek Drive, Suite 101
Miami Beach, FL 33141

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”) is entered into on this 16th day of October 2026 by and among: LQR House Inc., a Delaware corporation with its registered address at 6800 Indian Creek Drive, Miami Beach, Florida 33141 (“**Seller**”); Boston Crest PVT LTD, an Indian company with its registered address at Flat No. 3A, Block No. 25, Aravali View, Railvihar, Sector 56, Gurgaon, Haryana, India (the “**Purchaser**”); and Mr. Sean Dollinger, a Canadian citizen (“**Dollinger**”). Seller, Purchaser, and Dollinger are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

WHEREAS, Seller owns one hundred percent (100%) of the issued and outstanding capital stock (the “**Shares**”) of LQR House Acquisition Corp., a Nevada corporation (“**LQR House**”), as of the date hereof;

WHEREAS, pursuant to that certain Resignation and Release Agreement dated as of October 16, 2026 by and between Seller and Dollinger (the “**Resignation Agreement**”), Seller agreed, among other things, to transfer the Shares of LQR House to a designee of Dollinger as partial consideration payable to Dollinger under the Resignation Agreement;

WHEREAS, Dollinger has designated Purchaser, an entity owned and controlled by Dollinger, to acquire the Shares from Seller, and this Agreement sets forth the terms and conditions governing the transfer of the Shares to Purchaser as contemplated by the Resignation Agreement;

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the Shares; and

WHEREAS, Seller’s Board of Directors has reviewed and approved the transactions contemplated by this Agreement in accordance with applicable law, the rules of Nasdaq and Seller’s related party transaction policies.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I

SALE OF THE SHARES

Section 1.1 Purchase and Sale of the Shares. Subject to the terms and conditions set forth in this Agreement, Seller shall sell, transfer and assign to Purchaser, and Purchaser agrees to purchase from Seller, the Shares. The transfer of the Shares to Purchaser at the Closing (as defined below) shall constitute satisfaction of Seller’s obligation under the Resignation Agreement to transfer the Shares (the “**Purchase Price**”). Dollinger hereby irrevocably directs Seller to transfer the Shares to Purchaser and acknowledges and agrees that the transfer of the Shares to Purchaser at the Closing constitutes satisfaction of Seller’s obligation to transfer the Shares under the Resignation Agreement. For the avoidance of doubt, this Agreement governs solely the terms and mechanics of the transfer of the Shares and does not address, modify, limit, or otherwise affect any other obligation of Seller under the Resignation Agreement.

ARTICLE II

CLOSING AND DELIVERY

Section 2.1 Closing Date. Upon the terms and subject to the conditions set forth herein, the consummation of the purchase and sale of the Shares (the “**Closing**”) shall occur on the date on which all conditions to the Closing set forth herein have been satisfied or waived (the “**Closing Date**”), but in no event later than the date that is sixty(60) days following the Resignation Date (as defined in the Resignation Agreement) (the “**Outside Date**”), which date shall be consistent with Section 3(c) of the Resignation Agreement, or such earlier date as Seller and Purchaser may agree in writing. However, Seller cannot rely upon failure of a Closing condition caused by Seller’s own action or failure to use commercially reasonable efforts, and the Outside Date does not extinguish Dollinger’s consideration when Seller caused the failure. If it appears that the Closing will not occur on or before the Outside Date, the parties shall negotiate in good faith to agree upon a new Closing Date or an extension of the Outside Date; provided that any such new Closing Date or extension must be agreed and set forth in a written instrument executed by Seller and Purchaser prior to the Outside Date. If the parties do not so agree in writing prior to the Outside Date and the Closing has not occurred on or before the Outside Date, this Agreement shall automatically terminate, and no party shall have any further obligation hereunder except for obligations that by their terms survive termination. For the avoidance of doubt, and subject to the foregoing provisions of this Section 2.1, if the Closing does not occur on or before the Outside Date (as it may be extended), Seller shall have no obligation to transfer or provide the Shares or any substitute consideration in lieu thereof, consistent with Section 3(c) of the Resignation Agreement. The Closing shall take place by the exchange of documents and instruments by mail, courier, telecopy and electronic transmission to the extent mutually acceptable to the parties hereto.

Section 2.2 Delivery at Closing. At the Closing:

(a) Seller shall deliver to Purchaser stock certificates representing the Shares, if any, duly endorsed or accompanied by duly executed stock powers, and evidence reasonably satisfactory to Purchaser that the Shares have been transferred to Purchaser, including an updated stock ledger of LQR House reflecting Purchaser as the record owner of the Shares;

(b) Purchaser and Dollinger shall deliver to Seller a certificate, in form reasonably satisfactory to Seller, acknowledging that the transfer of the Shares to Purchaser constitutes satisfaction of Seller’s obligation to transfer the Shares under the Resignation Agreement, and that neither Purchaser nor Dollinger has any further claim against Seller or any of its Affiliates (meaning, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with that person or entity) with respect to the transfer of the Shares contemplated by this Agreement;

(c) Upon the transfer of the Shares to Purchaser at the Closing, the obligation of Seller to transfer the Shares under the Resignation Agreement shall be deemed fully satisfied, discharged, and extinguished, and neither Purchaser nor Dollinger shall have any further right or claim against Seller or any of its Affiliates with respect to the transfer of the Shares. For the avoidance of doubt, nothing in this Section 2.2(c) shall release, discharge, or otherwise affect any obligation of Seller under the Resignation Agreement other than Seller’s obligation to transfer the Shares.

For the avoidance of doubt, nothing in this Section 2.2 shall release, waive, impair, or limit any right of any party to enforce this Agreement, the Resignation Agreement, or any right expressly preserved thereunder, including any indemnification or advancement rights.

Section 2.3 Conditions to Purchaser’s Obligation to Close. As a condition to Purchaser’s obligation to consummate the Closing, (a) each of Seller’s representations and warranties contained in this Agreement shall be true and correct as of the Closing Date and (b) Seller shall have performed and complied with all covenants and obligations required to be performed or complied with by Seller prior to the Closing, including Section 6.7 and (c) Seller shall deliver to Purchaser at Closing a certificate, executed by an authorized officer of Seller, certifying that the conditions set forth in clauses (a) and (b) have been satisfied.

Section 2.4 Conditions to Seller’s Obligation to Close. Seller’s obligation to consummate the Closing is conditioned upon (a) the Resignation Agreement having been duly executed and delivered by Seller and Dollinger and remaining in full force and effect as of the Closing and (b) Seller having received, in form and substance satisfactory to Seller, all approvals, consents, waivers, authorizations, notices, filings, and other actions required under applicable law, the organizational documents of Seller or LQR House, any contract binding upon Seller or LQR House, the rules or requirements of any securities exchange or quotation system on which Seller’s securities are listed or quoted, and Seller’s corporate governance policies or procedures, in each case, in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement. Seller may waive any condition only by a written instrument executed by Seller. For clarity, neither Purchaser nor Dollinger may waive, amend, modify, terminate, or otherwise impair the Resignation Agreement without Seller’s prior written consent.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF
SELLER

On the date hereof and on the Closing Date, Seller represents and warrants to Purchaser that:

Section 3.1 Ownership of Shares. Seller is the lawful, record and beneficial owner of the Shares, free and clear of all liens, pledges, security interests, charges, equities, options, proxies, voting restrictions, rights of first refusal, encumbrances, restrictions (other than restrictions arising under applicable securities laws) and claims of every kind and character ("**Encumbrances**") as of the date hereof and, as of the Closing, will be the lawful, record and beneficial owner of the Shares, free and clear of all Encumbrances. The delivery to Purchaser of the Shares in accordance with the terms and provisions of this Agreement will transfer to Purchaser valid title thereto, free and clear of any and all Encumbrances.

Section 3.2 Authorization. Seller has all requisite legal right, power, authority and capacity to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action, including approval by Seller's Board of Directors and, if required by applicable law, Seller's stockholders. This Agreement has been duly executed and delivered by Seller and, assuming the due execution and delivery of this Agreement by Purchaser and Dollinger, constitutes the valid and binding obligation of Seller, enforceable against it in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership and other similar laws affecting the enforcement of creditors' rights in general and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.3 Consents and Approvals; No Violations.

(a) Except as set forth in Schedule 3.3(a), the execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated by this Agreement do not and will not require on the part of Seller any permit, approval, order or authorization of, or filing or registration with, or allowance by, or consent of or notification to any federal, state or local government or any court, administrative or regulatory agency or commission or other governmental agency or authority, domestic or foreign (a "**Governmental Authority**"), apart from customary announcements to be filed with the Securities and Exchange Commission.

(b) Except as set forth in Schedule 3.3(b), the execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated by this Agreement do not and will not, with or without the giving of notice or lapse of time, or both, violate, conflict with, result in a breach of, constitute a default under or accelerate the performance required by any of the terms, conditions or provisions of any contract, covenant, agreement or understanding, or any statute, rule, regulation, order, decree, ruling, judgment, arbitration award, law, ordinance or stipulation to which Seller is a party or to which it or any of its properties or assets is subject or result in the creation of any Encumbrance on any of its properties or assets, apart from ordinary course contracts that Purchaser and Dollinger has undertaken to fulfill.

Section 3.4 [Intentionally Omitted]

Section 3.5 Broker's or Finder's Fees. No agent, broker, firm or other Person (as defined in Section 4.1(a)) acting on behalf of Seller is, or will be, entitled to any investment banking fees, commissions, broker's fees or finder's fees from any of the parties hereto, or from any Person controlling, controlled by or under common control with any of the parties hereto, in connection with any of the transactions contemplated by this Agreement.

Section 3.6 Organization; Standing and Power. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority required to own, lease and operate its properties and to carry on its business as currently being conducted.

Section 3.7 Capitalization.

(a) The Shares constitute all of the issued and outstanding shares of capital stock of LQR House.

(b) There are no outstanding options, warrants, convertible or exchangeable securities, subscription rights, or other rights, agreements, or commitments of any kind obligating LQR House to issue or sell any shares of its capital stock or other equity interests, and there are no outstanding obligations or commitments, contingent or otherwise, of LQR House to redeem, purchase, or otherwise acquire any shares of its capital stock or other securities.

(c) There are no shareholder agreements, voting trusts or other agreements or understandings to which Seller is a party or by which Seller is bound relating to the voting of any shares of the capital stock of LQR House.

Section 3.8 Subsidiaries. LQR House does not have any subsidiaries.

ARTICLE IV

REPRESENTATIONS OF PURCHASER AND DOLLINGER

On the date hereof and on the Closing Date, Purchaser and Dollinger, jointly and severally, represent and warrant to Seller as follows:

Section 4.1 Authorization. Purchaser has all requisite legal right, power, authority and capacity to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. Dollinger has all requisite legal right, power, authority and capacity to execute and deliver this Agreement and the certificate contemplated by Section 2.2(b). The execution, delivery and performance of this Agreement by Purchaser and Dollinger and the consummation by them of the transactions contemplated hereby have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by Purchaser and Dollinger and, assuming the due execution and delivery of this Agreement by Seller, constitutes the valid and binding obligation of Purchaser and Dollinger, enforceable against each of them in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership and other similar laws affecting the enforcement of creditors' rights in general and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.2 Consents and Approvals; No Violations.

(a) The execution, delivery and performance of this Agreement by Purchaser and Dollinger and the consummation by Purchaser and Dollinger of the transactions contemplated by this Agreement do not and will not require on the part of Purchaser or Dollinger any permit, approval, order or authorization of, or filing or registration with, or allowance by, or consent of or notification to any Governmental Authority or any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization or other entity (including a Governmental Authority) (a "**Person**").

(b) The execution, delivery and performance of this Agreement by Purchaser and Dollinger and the consummation by Purchaser and Dollinger of the transactions contemplated by this Agreement do not and will not, with or without the giving of notice or lapse of time, or both, violate, conflict with, result in a breach of, constitute a default under or accelerate the performance required by any of the terms, conditions or provisions of any contract, covenant, agreement or understanding, or any statute, rule, regulation, order, decree, ruling, judgment, arbitration award, law, ordinance or stipulation to which Purchaser or Dollinger is a party or to which either of their properties or assets is subject or result in the creation of any Encumbrance on any of their properties or assets.

Section 4.3 Broker's or Finder's Fees. No agent, broker, firm or other Person acting on behalf of Purchaser or Dollinger is, or will be, entitled to any investment banking, fees, commissions, broker's fees or finder's fees from any of the parties hereto, or from any Person controlling, controlled by or under common control with any of the parties hereto, in connection with any of the transactions contemplated by this Agreement.

Section 4.4 Satisfaction of Share Transfer Obligation. Dollinger acknowledges and agrees that the transfer of the Shares to Purchaser at the Closing constitutes satisfaction of Seller's obligation to transfer the Shares under the Resignation Agreement. Effective upon the Closing and subject to Article V, neither Dollinger nor Purchaser will have any claim against Seller or any of its Affiliates for any additional payment, consideration, or other recovery based on the actual, estimated, or fair market value of the Shares or the assets, liabilities, operations, or prospects of LQR House. For the avoidance of doubt, nothing in this Section 4.4 shall release, discharge, or otherwise affect any obligation of Seller under the Resignation Agreement other than Seller's obligation to transfer the Shares.

Section 4.5 Opportunity to Obtain Independent Advice. Purchaser and Dollinger each represents and warrants that they have had the opportunity to consult with independent legal counsel and to obtain independent legal, tax, financial, and other professional advice of their choice in connection with the negotiation, execution, and delivery of this Agreement and the transactions contemplated by this Agreement.

Section 4.6 Release. Dollinger acknowledges that the release set forth in the Resignation Agreement remains in full force and effect in accordance with its terms and is not modified, limited, or superseded by this Agreement. The releases under the Resignation Agreement and this Agreement are cumulative. To the extent of any inconsistency, Article V will control solely with respect to the subject matter expressly addressed in Article V.

ARTICLE V

RELEASE

Section 5.1 Release. Effective upon the Closing, Purchaser and Dollinger, for themselves and on behalf of their respective Affiliates, successors, assigns, heirs, executors, administrators, and other representatives, irrevocably waive, release, and discharge Seller, its Affiliates, and each of their respective current and former directors, managers, officers, employees, stockholders, members, partners, agents, advisors, attorneys, representatives, successors, and assigns (collectively, the "**Released Parties**") from any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, debts, obligations, costs, and expenses of every kind, whether known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, that Purchaser or Dollinger has, had, or may have arising out of or relating to LQR House (including the organization, business, assets, liabilities, operations, financial condition, or prospects of LQR House), the transfer of the Shares, the ownership of the Shares, or the actual, estimated, or fair market value of the Shares or the assets, liabilities, operations, financial condition, or prospects of LQR House, including any claim for additional payment, consideration, rescission, or other recovery with respect thereto; provided, however, that this release shall not release, waive, impair, or limit (i) any right of any party to enforce this Agreement, (ii) any right or obligation under the Resignation Agreement (including any indemnification or advancement rights and any obligation of Seller other than its obligation to transfer the Shares), (iii) any right expressly preserved under the Resignation Agreement; provided further, that, upon the Closing, Purchaser and Dollinger shall have no claim for any additional payment, consideration, rescission, revaluation, or other recovery relating to the transfer of the Shares or the actual, estimated, or fair market value of the Shares or LQR House, or (iv) any claim arising from or relating to any material breach or inaccuracy of any representation or warranty of Seller contained in this Agreement or any material breach by Seller of any covenant, agreement, indemnification obligation or other obligation contained in this Agreement. Purchaser and Dollinger acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the matters released under this Article V. Nevertheless, Purchaser and Dollinger intend fully, finally, and forever to settle and release all such matters, whether known or unknown, that are within the scope of the release in this Section 5.1.

Section 5.2 Non-Reliance. Purchaser and Dollinger acknowledge and agree that, except for the express representations and warranties of Seller expressly set forth in this Agreement (and the covenants of Seller set forth in Section 6.7 herein), neither Purchaser nor Dollinger has relied on, and neither is relying on, any representation, warranty, statement, projection, forecast, estimate, promise, or other information of or on behalf of any Released Party concerning the Shares or LQR House, including the actual, estimated, or fair market value of the Shares or the assets, liabilities, operations, financial condition, or prospects of LQR House.

Section 5.3 Survival. This Article V will survive the Closing and will remain in full force and effect notwithstanding any termination, expiration, or other cessation of this Agreement. For the avoidance of doubt, the release under Section 5.1 will become effective only upon the occurrence of the Closing.

ARTICLE VI

COVENANTS OF THE PARTIES

The parties hereto agree that:

Section 6.1 Securities Law and Disclosure Cooperation. Dollinger and Purchaser shall promptly provide Seller with such information and assistance as Seller may reasonably request in connection with any disclosure, filing or other action that Seller determines in good faith is required under applicable securities laws, the rules of any applicable securities exchange or Seller's disclosure controls and procedures, including disclosures in a Current Report on Form 8-K, periodic reports, related person transaction disclosures, financial statements or pro forma financial information, and proxy materials, including in connection with any stockholder vote sought or required pursuant to Section 271 of the General Corporation Law of the State of Delaware. Seller may make any such disclosure as it determines in good faith to be required and, where practicable, will provide Dollinger and Purchaser with advance notice of such disclosure; provided that Seller will not be required to obtain the consent of Dollinger or Purchaser before making any such disclosure.

Section 6.2 Public Announcements. Neither Dollinger nor Purchaser shall issue any press release or make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Seller. Notwithstanding the foregoing, Seller may issue any press release, make any public statement or make any disclosure that it determines in good faith is required under applicable law, the rules of any applicable securities exchange or Seller's disclosure controls and procedures. Seller shall use commercially reasonable efforts to coordinate any public announcement regarding this Agreement or the transactions contemplated hereby with its public disclosures concerning Dollinger's resignation and the disposition of the Shares to Purchaser.

Section 6.3 Notices of Certain Events. In addition to any other notice required to be given by the terms of this Agreement, each of the parties shall promptly notify the other parties hereto of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement;

(b) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(c) any actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting such party that relate to the consummation of the transactions contemplated by this Agreement.

Section 6.4 Further Assurances. Each party shall execute and deliver such additional documents and take such additional actions as may be reasonably necessary to carry out the purposes and intent of this Agreement and consummate the transactions contemplated hereby.

Section 6.5 Transition Matters. On or before the Closing Date, the parties shall identify and document in Schedule 6.5 the disposition of all intercompany accounts, shared services, guarantees, use of Seller's name or other intellectual property, and other arrangements between Seller or any of its Affiliates, on the one hand, and LQR House, on the other hand. If the parties are unable to agree on the disposition of any such arrangement, (i) all intercompany payables owed by LQR House to Seller or its Affiliates shall be paid in full at or prior to the Closing, and (ii) all such arrangements shall terminate effective as of the Closing. Except as set forth in Schedule 6.5, all such arrangements will terminate at the Closing and, effective as of the Closing, Purchaser shall cause LQR House to cease all use of Seller's name, trademarks, logos, and other intellectual property, except as permitted by the Resignation Agreement.

Section 6.6 Commercial Contracts. Purchaser undertakes to fulfill all contracts entered into by Seller that are directly related to the operation of the website cwspirits.com, including contracts and ordinary-course expenses directly associated with marketing, sales, fulfillment, and the generation of revenue through such website (collectively, the “**Assumed Contracts**”). Purchaser undertakes to fulfill all Assumed Contracts and indemnifies Seller and its affiliates against any liabilities relating to such contracts. Dollinger undertakes to use his best efforts to ensure that Purchaser complies with its obligations under the preceding sentence or that the obligations are otherwise satisfied without recourse to Seller, and undertakes to fulfill all obligations of the preceding sentence himself if Purchaser fails to do so.

Section 6.7 Conduct of LQR House Prior to Closing. From the date of this Agreement through the Closing, Seller shall cause LQR House to preserve its assets and business in substantially their present condition and shall not, and shall cause LQR House not to, without Purchaser’s prior written consent, which shall not be unreasonably withheld or denied: (a) sell, assign, transfer, convey, distribute, pledge, encumber, dispose of or otherwise remove any assets, properties and rights owned, held or used by LQR House; (b) incur, assume, guarantee or otherwise become liable for any indebtedness, liability or obligation; (c) enter into, amend, terminate or waive any material right under any contract; (d) make any distribution, dividend or other payment or transfer to Seller or any Affiliate of Seller; (e) enter into any transaction with Seller or any Affiliate of Seller; or (f) take or agree to take any action that would cause any representation or warranty of Seller contained in this Agreement to be inaccurate as of the Closing Date.

ARTICLE VII

SURVIVAL OF REPRESENTATIONS; INDEMNIFICATION

Section 7.1 Survival. The representations and warranties of the Parties contained in this Agreement will survive the Closing until the date that is twelve (12) months after the Closing Date; provided that (a) the representations and warranties set forth in Sections 3.1 (Ownership of Shares), 3.2 (Authorization), 3.6 (Organization; Standing and Power), 3.7 (Capitalization), 4.1 (Authorization), 4.2 (Consents and Approvals; No Violations), 4.3 (Broker’s or Finder’s Fees), 4.4 (Satisfaction of Share Transfer Obligation), and 4.6 (Release) will survive until the date that is twenty-four (24) months after the Closing Date, and (b) claims based on fraud or willful misconduct will survive until the expiration of the applicable statute of limitations. The covenants and other agreements of the Parties will survive in accordance with their terms or, if no survival period is specified, until fully performed. Notwithstanding the foregoing, any claim for indemnification that is asserted by written notice before the applicable survival period expires will survive until finally resolved and paid or otherwise satisfied. Article V and the indemnification obligations under Section 7.2(b) will survive indefinitely.

Section 7.2 Indemnification.

(a) Subject to Article V and Section 7.1, Seller hereby agrees to indemnify, defend, hold harmless, pay or reimburse Purchaser and its officers, directors, employees, Affiliates (except Dollinger and any entity or Person that is an Affiliate of Dollinger but not an Affiliate of Purchaser) and representatives (the “**Purchaser Indemnified Parties**”) from and against any and all losses, liabilities, claims, damages, obligations, expenses, judgments and other payments (“**Damages**”) arising out of or relating to: (i) any material breach or inaccuracy of any representation or warranty made by Seller in this Agreement; or (ii) any material breach of any covenant, agreement or other obligation of Seller contained in this Agreement.

(b) Subject to Section 7.1, Purchaser and Dollinger, jointly and severally, hereby agree to indemnify, defend, hold harmless, pay or reimburse Seller and its officers, directors, employees, Affiliates and representatives (the “**Seller Indemnified Parties**”) from and against any and all Damages arising out of or relating to: (i) any breach or inaccuracy of any representation or warranty made by Purchaser or Dollinger in this Agreement; or (ii) any breach of any covenant, agreement or other obligation of Purchaser or Dollinger contained in this Agreement.

(c) The total liability of Seller, on the one hand, and Purchaser and Dollinger (collectively), on the other hand, for Damages under this Section 7.2 shall not exceed \$50,000; provided that the foregoing limitation shall not apply to any fraud, willful breach or breach of Section 3.1, 3.2, 3.6, 3.7, 4.1, 4.2, 4.3, 4.4, 4.6, 6.6 or 6.7.

Section 7.3 Indemnification Procedures.

(a) A Party seeking indemnification under this Article VII (the “**Indemnified Party**”) must promptly provide written notice to the Party from whom indemnification is sought (the “**Indemnifying Party**”) of any claim for which indemnification is sought, describing the claim in reasonable detail and, if reasonably practicable, the amount of Damages claimed. A failure to provide prompt notice will not relieve the Indemnifying Party of its obligations under this Article VII except to the extent the Indemnifying Party is materially prejudiced by that failure.

(b) If a claim for indemnification arises from a claim, action, suit, proceeding, or investigation by a third party (a “**Third-Party Claim**”), the Indemnifying Party may assume and control the defense of the Third-Party Claim, at its own expense and with counsel reasonably acceptable to the Indemnified Party, by providing written notice to the Indemnified Party within twenty (20) days after receipt of the notice described in Section 7.3(a). The Indemnified Party may participate in the defense with separate counsel at its own expense. The Indemnifying Party may not settle any Third-Party Claim without the Indemnified Party’s prior written consent unless the settlement provides for a complete and unconditional release of the Indemnified Party and imposes no payment obligation, admission of liability, injunctive relief, or other non-monetary obligation on the Indemnified Party.

(c) For a claim that does not arise from a Third-Party Claim, the Indemnifying Party may dispute the claim by providing written notice to the Indemnified Party within twenty (20) days after receipt of the notice described in Section 7.3(a). If the Indemnifying Party does not timely dispute the claim, the claim will be deemed accepted, and the Indemnifying Party will pay the undisputed amount within ten (10) Business Days after the expiration of that twenty (20)-day period. If the claim is timely disputed, the Parties will resolve the dispute in accordance with Section 8.5 of this Agreement.

Section 7.4 Limitations on Damages; No Double Recovery. No Indemnified Party may recover under this Article VII any punitive, exemplary, special, incidental, indirect, consequential, diminution-in-value, lost-profit, lost-revenue, lost-opportunity, or other speculative damages, except to the extent that punitive or exemplary damages are awarded to a third party in a Third-Party Claim or such Damages arise from a breach of Article V, Section 4.4 or Section 4.6 by Purchaser or Dollinger. Damages will be reduced by any insurance proceeds or other third-party recoveries actually received by the Indemnified Party in respect of the applicable claim, net of reasonable costs of recovery. No Indemnified Party may recover the same Damages more than once under this Agreement, the Resignation Agreement, any insurance policy, or otherwise.

Section 7.5 Exclusive Remedy. Except for claims seeking specific performance or other equitable relief to compel performance of an obligation before the Closing, this Article VII constitutes the sole and exclusive remedy of the Parties and their respective Affiliates for any breach of this Agreement after the Closing; provided that nothing in this Section 7.5 will limit or otherwise affect Article V or the Resignation Agreement. Purchaser and Dollinger, on behalf of themselves and their respective Affiliates, waive any right to seek rescission, revocation, or unwinding of the transactions contemplated by this Agreement after the Closing.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Amendments; No Waivers.

(a) Any provision of this Agreement with respect to transactions contemplated hereby may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by Seller, Purchaser and Dollinger, or in the case of a waiver, by the party against whom the waiver is to be effective. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when delivered by hand, sent by email with confirmation of receipt, or sent by nationally recognized overnight courier, in each case to the addresses set forth on the signature pages hereto (or to such other addresses as a party may designate by notice to the other Parties).

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 8.2 Fees and Expenses. All costs and expenses, including attorneys' fees and expenses, incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the party incurring such costs and expenses; provided, however, that in any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses from the non-prevailing party.

Section 8.3 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties, except that Seller may assign its rights and obligations to any Affiliate without the consent of Purchaser or Dollinger; provided that no such assignment shall relieve the assigning party of its obligations hereunder. Any purported assignment in violation of this Section 8.3 shall be null and void.

Section 8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

Section 8.5 Jurisdiction. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in any federal or state court located in the State of Delaware, and each of the parties hereto consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. **Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.**

Section 8.6 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto has received counterparts hereof signed by all of the other parties. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies under this Agreement, except as expressly provided in Section 8.11.

Section 8.7 Entire Agreement. This Agreement, the Resignation Agreement, the attached Exhibits and Schedules, and the documents delivered in connection herewith constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement. In the event of a conflict between this Agreement and the Resignation Agreement with respect to the sale, transfer or ownership of the Shares, this Agreement shall control.

Section 8.8 Captions. The captions are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

Section 8.9 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

Section 8.10 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with its terms and that the parties shall be entitled to specific performance of the terms of this Agreement in addition to any other remedy to which they are entitled at law or in equity, subject to the limitations set forth in Section 7.5.

Section 8.11 Third-Party Beneficiary. The Released Parties are intended third-party beneficiaries of Article V and may enforce Article V as if they were parties to this Agreement. The Seller Indemnified Parties are intended third-party beneficiaries of Section 7.2(b) and may enforce Section 7.2(b) as if they were parties to this Agreement. Except as expressly provided in this Section 8.11, no Person other than the Parties and their respective permitted successors and assigns is intended to have any right, benefit, or remedy under this Agreement.

Section 8.12 Joint Drafting. This Agreement shall be deemed to have been drafted jointly by the parties hereto, and no inference or interpretation against any party shall be made solely by virtue of such party allegedly having been the draftsman of this Agreement.

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IN WITNESS WHEREOF, each of the following parties has caused this Agreement to be signed, and each party that is not an individual has caused this Agreement to be duly executed by its respective authorized officers, all as of the day and year first above written.

LQR House Inc.

By: /s/ Hoi Ho George Wong

Name: Hoi Ho George Wong

Title: Director

Address for notices:

c/o National Registered Agents, Inc.
1209 Orange Street
Wilmington, DE 19801

with copies (which shall not constitute notice) to:

McCarter & English, LLP
250 W. 55th Street, 13th Floor
New York, NY 10019
Attention: Huan Lou

Boston Crest PVT LTD

By: /s/ Kumar Abhishek

Name: Kumar Abhishek

Title: Director

Address for notices:

Flat No. 3A, Block No. 25, Aravali View
Railvihar, Sector 56
Gurgaon, Haryana
India

Sean Dollinger:

/s/ Sean Dollinger

Sean Dollinger

Address for notices:

6800 Indian Creek Drive, Suite 101
Miami Beach, FL 33141

Signature page
Stock Purchase Agreement

Schedule 3.3(a)

Governmental Consents and Approvals

None.

Schedule 3.3(b)

No Violations / Conflicts

None.

Schedule 6.5

Transition Matters

LQR House Inc. Announces CEO Transition

*Sean Dollinger Steps Down as Chief Executive Officer
Leo Chen Named CEO*

MIAMI BEACH, FL, Oct. 16, 2026 (ACCESSWIRE) -- LQR House Inc. (the "Company", "LQR House" or "LQR") (NASDAQ:YHC) today announced that Sean Dollinger has stepped down as Chief Executive Officer, effective October 16, 2026. Leo Chen will become Chief Executive Officer, effective immediately.

This change follows LQR's strategic pivot toward its New Zealand-based acquisition, Fusion Five Continents Securities, alongside several other initiatives, including a technology agreement with ByteDance. Mr. Dollinger believes the Company will be better served by a Chief Executive Officer with the operational background for this new direction. In connection with Mr. Dollinger's departure from LQR House, the online spirits business will be transferred to a company owned by Kumar Abhishek, the outgoing CFO of LQR House.

Mr. Chen has over 10 years of executive management experience in large enterprises and diversified conglomerates. He is the former Chairman of Shenzhen Jincheng Confidentiality Technology Co., Ltd., and served as the General Manager of the Finance Department of Beijing Energy International Holdings Co., Ltd. He has a master's degree in Economics from the University of Sydney, as well as a bachelor's in Business Management, with a concentration in Financial Management. As CEO, Mr. Chen will oversee day-to-day operations and the continued execution of LQR's strategy.

As founder and Chief Executive Officer, Mr. Dollinger led LQR House from inception through its August 2023 initial public offering on NASDAQ and into a period of sustained capital formation and strategic expansion.

"I founded LQR House to build a spirits e-commerce and marketing company, and taking it to NASDAQ with the LQR team is something I will always be proud of," said Mr. Dollinger. "Together with the Board, we have charted a new direction for the company, centered on Fusion Five Continents Securities in New Zealand and AI compute for quantitative research under an agreement with ByteDance. That direction calls for a CEO whose experience is closely aligned with those areas. Stepping aside now is the right decision for me and for the company. I will continue to work on the spirits e-commerce and marketing company outside the public capital markets, while also turning my attention to new projects in Artificial Intelligence, and I will support Leo and the Board through the transition."

"On behalf of the Board, I want to thank Sean for founding LQR House and taking it public," said Mr. Lijun Chen (no relation to Leo Chen), Non Executive Chairman and Director of LQR House. "During his tenure, Sean led the company through significant capital raises and strategic transactions, and he made this current decision with LQR's next phase in mind. We look forward to his continued support during the transition."

Mr. Chen added, "Leo's strong finance background and years of executive experience will serve the company well as we develop Fusion Five Continents Securities into a truly AI-enabled brokerage platform, integrating financial research, portfolio analytics, and investment execution. The Board is confident in Leo's ability as CEO to drive LQR's next phase. I look forward to working closely with him and the senior leadership team to execute on our strategy."

About LQR House Inc.

LQR House has transitioned from the wine and spirits e-commerce sector to operating as a cross-border securities trading intermediary. Through its subsidiary Fusion Five Continents Securities, LQR House provides clients with access to U.S. and Hong Kong equity markets through an integrated operational framework that offers AI-driven research, quantitative analytics, and automated portfolio optimization. Distinguishing it from most financial intermediaries targeting Asian investors, Fusion Five is able to accept USDT deposits as a funding mechanism for securities trading, with settlement facilitated by a licensed trust company, subject to applicable regulatory requirements. Fusion Five has assembled an experienced technology team with credentials from Oxford, Stockholm University, and Tsinghua University, combining expertise in quantitative finance, AI, and behavioral data science. Fusion Five is deploying AI-driven capabilities across its operations to drive efficiency and enhance the client experience, while advancing its vision of an AI-enabled brokerage platform integrating financial research, portfolio analytics, and investment execution.

Forward-Looking Statements

Certain statements in this announcement are forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties and are based on the Company's current expectations and projections about future events that the Company believes may affect its financial condition, results of operations, business strategy and financial needs. Stockholders can identify these forward-looking statements by words or phrases such as "may," "will," "expect," "anticipate," "aim," "estimate," "intend," "plan," "believe," "is/are likely to," "potential," "continue" or other similar expressions. Forward-looking statements contained in this press release are made only as of the date of this press release. The Company undertakes no obligation to update or revise publicly any forward-looking statements to reflect subsequent occurring events or circumstances, or changes in its expectations that arise after the date hereof, except as may be required by law. These statements are subject to uncertainties and risks including, but not limited to, the uncertainties related to market conditions, and other factors discussed in the "Risk Factors" section of the Company's most recent Annual Report on Form 10-K, and in other reports and documents that the Company files from time to time with the United States Securities and Exchange Commission (the "SEC"). You are urged to carefully review and consider any cautionary statements and other disclosures, including the statements made under the headings "Risk Factors". Although the Company believes that the expectations expressed in these forward-looking statements are reasonable, it cannot assure you that such expectations will turn out to be correct, and the Company cautions investors that actual results may differ materially from the anticipated results and encourages investors to review other factors that may affect its future results described in the Company's most recent Annual Report on Form 10-K, and in other reports and documents that the Company files from time to time with the SEC. Additional factors are discussed in the Company's filings with the SEC, which are available for review at www.sec.gov. References and links to websites have been provided as a convenience, and the information contained on such websites has not been incorporated by reference into this press release.

Investor and Media Contact:

info@lqrhouse.com
