NOT FOR DISTRIBUTION IN THE UNITED STATES OF AMERICA OR TO ANY UNITED STATES PERSON AS DEFINED UNDER REGULATION S OF THE SECURITIES ACT OF 1933

SUBSCRIPTION AGREEMENT

REPUBLIC INTERNATIONAL CAYMAN

THE OFFER, SALE, ISSUANCE AND DISTRIBUTION OF THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (B) PURSUANT TO THE RESALE LIMITATIONS SET FORTH IN RULE 905 OF REGULATION S UNDER THE SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE NOTES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE NOTES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE NOTES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION OF THE NOTES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE SUBSCRIPTION OF THE NOTES BY ANY SUBSCRIBER.

The Manager of:
REPUBLIC INTERNATIONAL CAYMAN

Maples Corporate Services Limited
PO Box 309, Ugland House
Grand Cayman, KY1-1104
Cayman Islands

Ladies and Gentlemen:

The undersigned (the "**Investor**") understands that Republic International Cayman, a company incorporated in the Cayman Islands (the "**Company**"), is conducting an unregistered offshore offering (the "**Offering**") in reliance on Regulation S under the Securities Act of 1933, as amended (the "**Securities Act**"). This Offering is made pursuant to an Offering Memorandum, dated April 27, 2026 (the "**Offering Memorandum**"), to investors who are not "U.S. Persons" as defined in Rule 902 of

Regulation S promulgated under the Securities Act. The Company is offering Contingent Payout Notes, ("**Notes**") and associated digital representation of such notes in tokenized form ("**Tokens**") at a purchase price of $725.00 per Token, with each Token representing $725.00 in principal amount of Notes (the "**Purchase Price**"). The Notes are issued in $1.00 principal denominations (and fractional denominations thereof). The principal amount of the Notes, and not the trading or purchase price of the Tokens, shall govern all payment, redemption, and other economic rights under the Notes. There shall be no minimum amount or target amount to be raised in the Offering, and the maximum amount to be raised in the offering is $21,084,450 USD (the "**Maximum Offering Amount**"). If the Offering is oversubscribed beyond the Maximum Offering Amount, the Company will sell additional Notes in its sole discretion. Investors should carefully review the Offering Memorandum for this Offering and this Subscription Agreement (this "**Subscription Agreement**"), along with exhibits thereto (collectively, the "**Offering Documents**") which are available at https://www.bitget.com/spotlight/ipo-prime (the "**Deal Page**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Form of Note attached hereto as Exhibit A or the Offering Memorandum, as the context requires.

1. Subscription. Subject to the terms of the Offering Documents, the Investor hereby subscribes to purchase Notes in an aggregate principal amount equal to the Investor's total subscription amount and shall pay its total subscription amount in the manner specified in the Offering Documents and as per the directions of the Deal Page. BTG Technology Holdings Limited, a company incorporated in the Seychelles, is acting as the distributor ("**Bitget**" and, in its capacity as the distributor, the "**Distributor**") of the Tokens. No person may subscribe for Notes in the Offering after the Offering deadline as specified in the Offering Documents and on the Deal Page or such later date as may be determined by the Distributor (the "**Offering Deadline**"). It is understood and agreed that each of the Company and the Distributor shall have the right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Notes to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "**Securities Laws**").

The Company's obligations under the Notes are absolutely, unconditionally and irrevocably guaranteed by Bitget (the "**Guarantor**") to the extent set forth in the Guaranty Agreement, dated April 27, 2026, made by Bitget in favor of the Company and each Investor (the "**Guaranty Agreement**").

2. Closing.

(A) Closing. Subject to Section 2(B), the closing of the sale and purchase of the Notes pursuant to this Subscription Agreement (the "**Closing**") shall take place through the Deal Page on the Offering Deadline (the "**Closing Date**") in accordance with the Offering Documents.

(B) Conditions Precedent to Purchase of the Notes. The obligation of each Investor to purchase its Note, and the obligation of the Company to issue the Notes on the Closing Date is subject to satisfaction of the following conditions:

(i) the applicable subscription amount (as indicated on the signature page hereto) (the "**Subscription Amount**") shall have actually been received by the Distributor in U.S. dollars via credit card, USD Coin, ACH or bank wire, unless the Distributor elects (at its sole discretion) to accept other forms of payment on an as-converted to U.S. dollar basis;

(ii) the Company shall have received this Subscription Agreement and a Note, a form of which is attached as Exhibit A hereto, duly executed and delivered by the Investor (or its agent or designee, on its behalf);

(iii) each of the Company and the Distributor shall have received such other agreements, instruments, documents and evidence that it deems necessary in its sole discretion in connection with this Offering; and

(iv) the representations and warranties of the Investor contained in this Subscription Agreement shall be true and correct in all material respects as of the Closing Date.

3. Termination of the Offering; Other Offerings. The Investor understands that the Company may terminate the Offering at any time. The Investor further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms more favorable to an investor than the terms of this Offering.

4. Lock-Up Undertaking.

(A) The Investor hereby agrees that, without the prior written consent of the Distributor, the Investor will not, during the period from the Closing Date until the three (3) month anniversary of the Closing Date (the "**Lock-Up Period**"), directly or indirectly, unless in accordance with the Release Schedule set forth in Section 4(B), (a) offer, sell, agree to offer or sell, solicit offers to purchase, grant any call option or purchase any put option with respect to, pledge, encumber, assign, borrow or otherwise dispose of or transfer (each a "**Transfer**") any Notes subscribed pursuant to this Subscription Agreement ("**Restricted Notes**") or otherwise publicly disclose the intention to do so, or (b) establish or increase any "put equivalent position" or liquidate or decrease any "call equivalent position" with respect to any Note or otherwise enter into any swap, derivative or other transaction or arrangement that Transfers to another, in whole or in part, any economic consequence of ownership of any Restricted Notes, whether or not such transaction is to be settled by the delivery of the Restricted Notes, other securities, cash or other consideration, or otherwise publicly disclose the intention to do so.

(B) The Transfer restrictions set forth in Section 4(A) shall automatically lapse, and the Restricted Notes shall become freely transferable (subject to applicable securities laws), in three (3) separate tranches according to the following schedule (the "**Release Schedule**"):

(i) First tranche: 30% of the total Restricted Notes shall be released from the Transfer restrictions on the Closing Date;

(ii) Second tranche: 30% of the total Restricted Notes shall be released from the Transfer restrictions on the one (1) month anniversary of the Closing Date; and

(iii) Third tranche: 40% of the total Restricted Notes shall be released from the Transfer restrictions on the three (3) month anniversary of the Closing Date.

5. Investor's Representations. The Investor represents and warrants to the Company, the Company's agents and the Distributor as follows:

(A) The Investor understands and accepts that the purchase of the Notes involves various risks, including the risks outlined in the Offering Documents and in this Subscription Agreement.

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

(B) The Investor acknowledges that the Notes constitute unsecured debt obligations of the Company that are subject to the credit and liquidity risk of the Company, and that neither the principal amount of the Notes nor any other payment thereon is insured or otherwise guaranteed by any governmental authority, except for the Guaranty Agreement provided by the Guarantor as described in the Offering Documents. The Investor further understands and agrees that it may lose the entire amount of its investment and that no person has represented, guaranteed, or warranted to the Investor that it will receive any stated return, profit, or other economic benefit as a result of purchasing the Notes.

(C) The Notes may not be offered or sold in the United States or to U.S. Persons (other than distributors). The Investor will not resell the Notes except in accordance with the provisions of Regulation S (Rule 901 through 905 and Preliminary Notes thereto) and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act. No form of "directed selling efforts" (as defined in Rule 902 of Regulation S under the Securities Act), general solicitation or general advertising in violation of the Securities Act has been or will be used nor will any offers by means of any directed selling efforts in the United States be made by the Investor or any of their representatives in connection with the offer and sale of the Notes. The Investor further acknowledges that it will comply with the "offering restrictions" requirements of Regulation S under the Securities Act.

(D) The Investor agrees and acknowledges (i) the Investor is not a U.S. Person; (ii) the Investor is not acquiring the Notes for the account or benefit of, directly or indirectly, any U.S. Person; (iii) the Investor is acquiring the Notes for the Investor's own account, for investment purposes only, and not with a view to resale, distribution or fractionalization thereof, in whole or in part, and, in particular, the Investor has no intention to distribute, either directly or indirectly, any of the Notes in the U.S. or to U.S. Persons; (iv) the transactions contemplated by this Subscription Agreement have not been pre-arranged with a buyer located in the U.S. or with a U.S. Person, and are not part of a plan or scheme to evade the registration requirements of the Securities Act; (v) neither the Investor nor any person acting on the Investor's behalf has undertaken or carried out any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the U.S., its territories or possessions, for any of the Notes; (vi) the Investor agrees not to cause any advertisement of the Notes or this Subscription Agreement to be published in any newspaper or periodical or posted in any public place and not to issue any circular relating to the Notes or this Subscription Agreement, except such advertisements that include the statements required by Regulation S under the Securities Act, and only offshore and not in the U.S. or its territories, and only in compliance with any local applicable securities laws; (vii) the Investor is physically outside the U.S. when receiving, executing and delivering this Subscription Agreement and when receiving any Offering Documents; and (viii) the Investor has not in the U.S., engaged in, will not engage in, any short selling of or any hedging transaction with respect to the Notes, including any put, call or other option transaction, option writing or equity swap.

(E) The Investor agrees and covenants that the Investor will maintain accurate and up-to-date contact information (including email and mailing address) with the Company and will promptly update such information in the event it changes or is no longer accurate.

(F) The Investor has received and reviewed a copy of the Offering Documents and the Deal Page. With respect to information provided by the Company, the Investor has relied solely on the information contained in the Offering Documents to make the decision to purchase the Notes and has had an opportunity to ask questions and receive answers about the Offering Documents, the Offering and the Investor's investment in the Notes.

(G) The Investor understands and acknowledges that (a) the Company is not furnishing or otherwise making available to the Investor any financial statements or other quantitative financial information regarding the Company and (b) the Company is not subject to the periodic reporting requirements of the Securities Exchange Act of 1934 (the "**Exchange Act**") or comparable reporting obligations in any other jurisdiction and is not otherwise required to prepare, furnish or publicly disclose financial statements in connection with the Offering or otherwise. As a result, the Investor will not have access to balance sheets, income statements, cash flow statements, or related notes and disclosures that would ordinarily be available in connection with a securities offering and that are customarily used to evaluate an issuer's financial condition, results of operations, liquidity, capital resources, and indebtedness. Without such information, investors will have no independent basis on which to assess the Company's ability to generate sufficient revenue or cash flow to service its payment obligations under the Notes or any other indebtedness, the Company's existing and contingent liabilities, or the adequacy of the Company's capital structure. The Investor must therefore rely solely on the qualitative disclosures and risk factors contained in the Offering Memorandum in making its investment decision. The absence of financial information materially increases the difficulty of evaluating the risks associated with an investment in the Note, and there can be no assurance that the Company's financial condition will support the timely or full repayment of the Notes or any other outstanding obligations.

(H) The Investor understands and acknowledges that (a) the Company is not furnishing or otherwise making available to the Investor any historical or pro forma financial statements, audited or unaudited financial data, or other quantitative financial information regarding Bitget. Bitget is a privately held company incorporated in the Seychelles and is not subject to the periodic reporting requirements of the Exchange Act or comparable reporting obligations in any other jurisdiction that would require it to prepare, furnish or publicly disclose financial statements. As a result, the Investor will not have access to balance sheets, income statements, cash flow statements, or related notes and disclosures that would ordinarily be used to evaluate Bitget's financial condition, results of operations, liquidity, capital resources, and indebtedness. Without such information, the Investor will have no independent basis on which to assess Bitget's ability to satisfy its guarantee obligations under the Guaranty Agreement in the event the Company fails to make payment on the Notes, the extent of Bitget's existing and contingent liabilities that may rank senior to or compete with its obligations under the Guaranty Agreement, or the overall adequacy of Bitget's capital and liquidity position. The absence of financial information regarding the Guarantor materially increases the difficulty of evaluating the credit risk associated with the guarantee and, consequently, with an investment in the Notes. There can be no assurance that Bitget's financial condition will be sufficient to support the timely and full performance of its obligations under the Guaranty Agreement when called upon.

(I) The Investor is familiar with the business and operations of the Company, including all as generally described in the Offering Documents. The Investor has had access to such information concerning the Company and the Notes as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Notes.

(J) The Investor confirms that it is not relying and will not rely on any communication (written or oral) of the Company, the Distributor, or any of their respective affiliates, as investment advice or as a recommendation to purchase the Notes or enter into the Offering Documents. It is understood that information and explanations related to the terms and conditions of the Notes provided in the Offering Documents or otherwise by the Company or any of its affiliates shall not be considered investment advice or a recommendation to purchase the Notes or enter into the Offering Documents, and that none of the Company, the Distributor nor any of their respective affiliates is acting or has acted as an advisor to the Investor in deciding to invest in the Notes. The Investor acknowledges that neither the Company, the Distributor nor any of their respective affiliates have made any representation regarding the proper characterization of the Notes for purposes of determining the Investor's authority or suitability to invest in the Notes.

(K) The Investor understands that, unless the Investor notifies the Company in writing to the contrary at or before the Closing, each of the Investor's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, taking into account all information received by the Investor.

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

(M) The Investor understands that no federal or state agency has passed upon the merits or risks of an investment in the Notes or made any finding or determination concerning the fairness or advisability of this investment.

(N) The Investor confirms that the Company has not (i) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Notes or (ii) made any representation to the Investor regarding the legality of any investment in the Notes under applicable legal investment or similar laws or regulations. In deciding to purchase the Notes, the Investor is not relying on the advice or recommendations of the Company and the Investor has made its own independent decision, alone or in consultation with its investment advisors, that the investment in the Notes is suitable and appropriate for the Investor.

(O) The Investor has such knowledge, skill and experience in business, financial and investment matters that the Investor is capable of evaluating the merits and risks of an investment in the Notes. With the assistance of the Investor's own professional advisors, to the extent that the Investor has deemed appropriate, the Investor has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Notes and the consequences of this Subscription Agreement. The Investor has considered the suitability of the Notes as an investment in light of its own circumstances and financial condition and the Investor is able to bear the risks associated with an investment in the Notes and its authority to invest in the Notes.

(P) The Investor understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information provided by the Investor to the Company) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(Q) The Investor hereby represents and warrants to the Company that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Notes or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Notes, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Notes. The Investor's subscription and payment for and continued beneficial ownership of the Notes will not violate any applicable securities or other laws of the Investor's jurisdiction.

(R) The Investor has full legal capacity, power and authority to execute and deliver this Subscription Agreement and to perform its obligations hereunder. This Subscription Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its terms, except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally or (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(S) The Investor has been advised that this the offer and sale of the Notes have not been, and will not be, registered under the Securities Act or any Securities Laws and are offered and sold hereby pursuant to Regulation S promulgated under the Securities Act, which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein. The Investor understands that the Notes are "restricted securities" under applicable United States federal and state securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "**Commission**") provide in substance that the Investor may dispose of the Notes only pursuant to Regulation S. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Notes for an indefinite period of time.

(T) The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Notes to be acquired by the Investor hereunder.

(U) The Investor acknowledges that the Notes are only being offered and sold in jurisdictions where such offer and sale is permitted under applicable securities laws, and that the Notes will not be offered or sold in any Prohibited Jurisdiction. For purposes of this Subscription Agreement, "**Prohibited Jurisdictions**" means (i) any country or territory subject to comprehensive sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") from time to time, including Afghanistan, the Balkans, Belarus, Burma, the Central African Republic, the Crimea region of Ukraine, Cuba, the Democratic Republic of Congo, Ethiopia, Iran, Iraq, Lebanon, Libya, Mali, Nicaragua, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, the occupied territories of Ukraine (including the Donetsk People's Republic, Luhansk People's Republic, Kherson and Zaporizhzhia regions, and Sevastopol), Venezuela, and Yemen; (ii) Canada, the European Economic Area, Nepal, Switzerland, the United States, and the United Kingdom, and (iii) such other as may be determined from time to time by either the Company or the Distributor, each acting in its sole and absolute discretion.

(V) The Investor is not (i) a citizen or resident of a geographic area in which the subscription of or holding of the Subscription Agreement and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a

geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. The Investor hereby represents and agrees that if the Investor's country of residence or other circumstances change such that the above representations are no longer accurate, the Investor will immediately notify Company. The Investor further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Subscription Agreement or the underlying securities to a party subject to U.S. or other applicable sanctions.

(W) If the Investor is a corporate entity: (i) such corporate entity is duly organized, incorporated or formed, validly existing and in good standing under the laws of the state of its organization, incorporation or formation, and has the power and authority to enter into this Subscription Agreement and the Offering Documents; (ii) the execution, delivery and performance by the Investor of the Subscription Agreement and the Offering Documents is within the power of the Investor and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the Investor, it is not in violation of its current charter or bylaws (or analogous constituent documents), any material statute, rule or regulation applicable to the Investor; and (iv) the performance of this Subscription Agreement and the Offering Documents does not and will not violate any material judgment, statute, rule or regulation applicable to the Investor; result in the acceleration of any material indenture or contract to which the Investor is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon such Investor's Subscription Amount.

(X) HIGH RISK INVESTMENT. **THE INVESTOR UNDERSTANDS THAT AN INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK**. The Investor acknowledges that (a) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of any tax authority, audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (b) the Investor has been advised to consult with his own advisor regarding legal and financial matters and tax consequences involving this investment.

(Y) The Investor acknowledges that the remedies which the Investor may exercise in connection with certain events which constitute an Event of Default under the Note shall be governed exclusively by Section 5 of the Note (attached hereto as Exhibit A).

(Z) The Investor acknowledges that the Company is the only issuer of the Notes, and further acknowledges each of the following:

(i) OpenAI Group PBC ("**OpenAI**") is a privately held entity and is not, and has never been, subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act. Accordingly, there is very limited publicly available information regarding OpenAI, and the Investor has obtained all information concerning OpenAI solely from information publicly available on the internet or otherwise in the public domain.

(ii) Neither the Offering Memorandum, this Subscription Agreement, the Note, nor any other document delivered to the Investor grants the Investor any voting rights, equity interests, governance rights, or other similar rights in OpenAI or any other underlying reference company, nor will the Investor ever be entitled to receive any shares or other

equity securities of OpenAI (or any successor, affiliate, or parent thereof) by virtue of owning the Notes.

(iii) The Investor has conducted, to the extent the Investor deems sufficient and appropriate, its own independent due diligence investigation and legal advice in relation to OpenAI, the Notes, and the indirect exposure to OpenAI contemplated by the Notes, and in making its investment decision has relied exclusively on the results of that investigation and on the professional advice (if any) of the Investor's own advisers, and not on any oral or written representation of the Company, the Distributor, or any of their respective affiliates that is not expressly contained in the Offering Memorandum or this Subscription Agreement.

(AA) The Investor understands and agrees that (i) no current, reliable, or audited valuation of the equity securities of OpenAI (the "**Reference Securities**") is publicly available, (ii) any valuation of the Reference Securities that may be used for purposes of determining payments on the Notes will be determined by the Company, or by Bitget (the "**Calculation Agent**"), in its sole discretion, acting in good faith but without any obligation to obtain third-party verification, (iii) the Company or the Calculation Agent may, from time to time, face actual or potential conflicts of interest in connection with making or confirming such valuations and (iv) the valuation of the Reference Securities determined by the Company or the Calculation Agent may not completely track the valuation of the Reference Securities on other markets. The Investor waives any claim against the Company or the Calculation Agent with respect to any such conflict of interest, absent gross negligence, willful misconduct, or fraud.

(BB) The Investor acknowledges that the Company may, from time to time, enter into hedging transactions with respect to the Notes or the Reference Securities, and the Investor has no rights or interests in any such hedging activity or any position the Company or its affiliates may take in connection with such hedging activity.

5. Company Representations. The Investor understands that upon issuance to the Investor of any Notes, the Company will be deemed to have made the following representations and warranties to the Investor as of the date of such issuance:

(A) Corporate Power. The Company is a company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(B) Enforceability. This Subscription Agreement, when executed and delivered by the Company, shall constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms except as limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(C) Valid Issuance. The Notes, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Subscription Agreement and the Offering Documents, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Subscription Agreement, the Company's Memorandum and Articles of Association (the "**Company M&A**"), as amended or restated

from time to time, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by the Investor.

(D) Authorization. The execution, delivery and performance by the Company of this Subscription Agreement is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued hereunder, has been duly authorized by all necessary actions on the part of the Company. The Company is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company or its operations.

(E) No Conflict. The execution, delivery and performance of and compliance with this Subscription Agreement and the issuance of the Notes will not result in any violation of, or conflict with, or constitute a default under, the Company M&A and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company.

(F) Operation. The performance and consummation of the transactions contemplated by this Subscription Agreement do not and will not: (i) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound or (ii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(G) Consents. No consents, waivers, registrations, qualifications or approvals are required in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated hereby, other than: (i) the Company's corporate, board or shareholder approvals which have been properly obtained, made or effected, as the case may be, and (ii) any qualifications or filings under applicable securities laws.

(H) Securities Matters. The Company is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. The Company is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 and is not excluded from the definition of "investment company" by Section 3(b) or Section 3(c) of that Act. The Company has a specific business plan and has not indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies. The Company is subject to the laws of the United States.

6. Fiscal and Paying Agent. Bitget is acting as the designated fiscal and paying agent in connection with the issuance of the Notes (in such capacity, the "**Fiscal and Paying Agent**"). The Fiscal and Paying Agent, including any successor fiscal and paying agent that may be appointed by the Company, will act as the sole registrar, fiscal agent and paying agent for the notes.

7. Tax Treatment. The tax treatment of the Notes is uncertain and there may be adverse tax consequences for an Investor upon certain future events. A purchase of Notes may result in adverse tax

consequences to Investors, including withholding taxes, income taxes and tax reporting requirements. Each Investor should consult with and must rely upon the advice of its own professional tax advisors with respect to the tax treatment of the Notes.

8. Irrevocable Nature of the Purchase of the Note. Each Investor hereby acknowledges and agrees that (a) the purchase of a Note by such Investor is irrevocable and such Investor is not entitled to cancel, terminate or revoke this Subscription Agreement or any of the representations, warranties, covenants or agreements made by such Investor in this Subscription Agreement, and (b) this Subscription Agreement and the representations, warranties, covenants and agreements made by such Investor in this Subscription Agreement shall survive the bankruptcy, death, incapacity, disability, adjudication of incompetence or insanity, liquidation or dissolution of such Investor. Additionally, the Company may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of the Investor.

9. No Ownership. Nothing herein shall be construed as granting any Investor any right or authority to participate in the ownership, management or control of the Company.

10. Indemnification. The Investor acknowledges that the Company and its founders, officers, directors, employees, agents, and affiliates, are relying on the truth and accuracy of the foregoing representations and warranties in offering Notes for sale to the Investor without having first registered the issuance of the Notes under the Securities Act or the securities laws of any state. The Investor also understands the meaning and legal consequences of the representations and warranties in this Subscription Agreement, and the Investor agrees to fully indemnify and hold harmless the Company and its founders, officers, directors, employees, agents, and affiliates from and against any and all loss, damage or liability, including costs and expenses (including reasonable attorneys' fees), due to or arising out of a breach of any such representations or warranties or any failure, or alleged failure, to fulfill any covenants or agreements contained in this Subscription Agreement.

11. Notices. All notices or other communications given or made hereunder shall be in writing and delivered to the Investor's email address provided to the Company at the address set forth at the beginning of this Subscription Agreement, or such other place as the Investor or the Company from time to time designate in writing.

12. Governing Law; Arbitration. This Subscription Agreement shall be governed by the laws of the State of New York. Any controversy or claim arising out of or relating to this Subscription Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the AAA under its Commercial Arbitration Rules, unless such rules are superseded by the rules of FINRA dispute resolution. There shall be one arbitrator. The place of arbitration shall be New York, New York. The parties to this Subscription Agreement (each, a "**Party**" and collectively, the "**Parties**") each consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waive any right they may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the Parties, the prevailing Party shall be entitled to recover damages plus reasonable costs and attorney's fees, and the arbitrator's decision shall be final, binding and enforceable in any court. Notwithstanding anything contained herein to the contrary, and for the avoidance of doubt, the Parties agree that any federal or state court in New York, New York, shall have jurisdiction to hear and determine proceedings related to the enforcement of this arbitration provision and any arbitration award by the arbitrators contemplated and, for such purposes, irrevocably submits to the non-exclusive jurisdiction of such courts.

13. Entire Subscription Agreement. This Subscription Agreement and the Note attached hereto as Exhibit A constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.

14. Waiver, Amendment. Any provision of this Subscription Agreement may be amended, waived or modified only upon the written consent of the Company and the majority of the investors in this Offering.

15. Waiver of Jury Trial. THE INVESTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

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

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

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

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

20. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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

22. Notification of Changes. The Investor hereby covenants and agrees to promptly notify the Company upon the occurrence of any event prior to the closing of the purchase of the Notes pursuant to this Subscription Agreement, which would cause any representation, warranty, or covenant of the Investor contained in this Subscription Agreement to be false or incorrect. The Investor agrees that,

upon demand, it will promptly furnish any information, and execute and deliver such documents, as reasonably required by the Company.

23. Tokenization; Unitization; Fractionalization. The issuance of Tokens by the Company, when issued, shall not alter the legal rights, obligations, or terms of the Notes, and Tokens shall not confer any additional governance, equity, or contractual rights beyond those set forth in the Notes. The Notes, not the Tokens, shall constitute the legal obligations of the Company. Subject to mutual agreement between the Company and the Distributor, the Company and the Distributor shall determine, whether and when to issue Tokens, as well as the denomination, custody arrangements, blockchain network (if any), and technical implementation thereof. Subject to mutual agreement between the Company and the Distributor, the Company shall issue or credit Tokens in such denominations and quantities, pursuant to such mutual agreement, in a manner intended to reflect Investors' respective principal interests in the Notes, as reflected in the records of the Company or the Fiscal and Paying Agent, as applicable. Both the Tokens and the Notes may be issued in fractional parts. The purchase price paid by an Investor represents consideration for the Notes, and no separate consideration is paid for the issuance of any Tokens.

24. Independent Parties. Nothing in this Subscription Agreement or the Note shall be construed to create a partnership, joint venture, advisory, agency, or other fiduciary relationship between the Company and the Investor. The Investor acknowledges and agrees that it is not acquiring any ownership interest in OpenAI and that all rights under this Note are solely contractual in nature and enforceable only against the Company.

25. No Recourse Against Nonparty Affiliates. All claims, obligations, liabilities, or causes of action (whether in contract, common or statutory law, equity or otherwise) that arise out of or relate to this Subscription Agreement, the Notes or the Tokens, or the negotiation, execution, or performance of this Subscription Agreement (including any representation or warranty made in, in connection with or as an inducement to this Subscription Agreement), may be made only against the parties that are signatories to this Subscription Agreement, as the case may be ("**Contracting Parties**"). No Person who is not a Contracting Party, including any officer, employee, member, partner or manager signing this Subscription Agreement, or any certificate delivered in connection herewith or therewith on behalf of any Contracting Party ("**Nonparty Affiliates**") shall have any liability (whether in contract, tort, common or statutory law, equity or otherwise) for any claims, obligations, liabilities or causes of action arising out of, or relating in any manner to, this Subscription Agreement or based on, in respect of, or by reason of this Subscription Agreement or the negotiation, execution, performance, or breach of the Subscription Agreement; and, to the maximum extent permitted by law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates.

26. Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to specific performance, without the necessity of posting a bond, of the terms hereof, this being in addition to any other remedy to which they are entitled at law or in equity.

27. Remedies Cumulative. The rights and remedies of the parties are cumulative and not alternative.

28. Rules of Construction. When a reference is made in this Subscription Agreement to a Section or an Exhibit, such reference shall be to a Section of or an Exhibit to this Subscription Agreement

unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Subscription Agreement, they shall be deemed to be followed by the words "without limitation." Whenever the word "or" is used in this Subscription Agreement, it shall not be deemed exclusive. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Subscription Agreement shall refer to this Subscription Agreement as a whole and not to any particular provision of this Subscription Agreement. The definitions contained in this Subscription Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms. All references to "$", "dollars" or "USD" mean the lawful currency of the United States of America. No specific provision, representation or warranty shall limit the applicability of a more general provision, representation or warranty. It is the intent of the parties that each representation, warranty, covenant, condition and agreement contained in this Subscription Agreement shall be given full, separate, and independent effect and that such provisions are cumulative.

[End of Page]

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date last signed.

COMPANY:
REPUBLIC INTERNATIONAL CAYMAN

By: _____
Name:
Title:
Date:

INVESTOR:

By: _____
Name: _____
Title: _____
Date:

Price Per Token:
Principal Amount of Note Per Token:
Number of Tokens Purchased:

Principal Amount of Note: _____
Number of Notes Purchased: _____
Subscription Amount: _____

Contact for Notices:
_____

EXHIBIT A

[FORM OF NOTE]