

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE UNDERSIGNED LIVES OUTSIDE THE UNITED STATES, IT IS THE UNDERSIGNED’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION OF THE SECURITIES, 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 SECURITIES BY ANY FOREIGN SUBSCRIBER.

## SUBSCRIPTION AGREEMENT

### Republic Core LLC Class B Membership Interest - Republic Notes Regulation CF

This Subscription Agreement (this “**Agreement**”) is made between Republic Core LLC (“**Republic Core**”) and the undersigned subscriber (the “**Undersigned**”). Pursuant to this Agreement, and subject to its terms and conditions, Republic Core agrees to sell to the Undersigned, and the Undersigned agrees to purchase, such number of Republic Core’s Class B Membership Interests, which may also be referred to as “Republic Notes” (each, a “**Republic Note**”), in a quantity specified by the Undersigned in the signature page, below (each such Republic Note, a “**Subscribed Republic Note**”) in exchange for the Undersigned’s promise to participate in a one-question survey, which has been estimated in value at an aggregate investment amount of \$0.01 (the “**Purchase Price**”) and which number of Republic Notes delivered to the Undersigned is subject to increase for no additional consideration through the Undersigned’s participation in actions or achievement of status (to be accompanied by additional Republic Notes), as specified in the accompanying Form C.

1. The Undersigned represents and warrants to Republic Core as follows:
  - a. The Undersigned has previously specified and acknowledged to Republic Core, in completing the Undersigned’s entries for the Undersigned’s investment through the platform maintained by Republic Core, found at [www.republic.com](http://www.republic.com) (the “**Platform**”), the number of Republic Notes being purchased by the Undersigned, the aggregate Purchase Price that the Undersigned is paying for the Republic Notes, the Undersigned’s contact information and certain other “know your client” (“**KYC**”) information. All such information is accurate and not misleading, as of the date hereof and as of each subsequent date on which Subscribed Republic Notes may be delivered to the Undersigned, and is deemed incorporated into this Agreement as if fully set forth herein.
  - b. The Undersigned has reviewed the Form C filed by Republic Core with the SEC, as amended and supplemented, pursuant to which the Republic Notes have been offered (the “**Form C**”), provided to the Undersigned through the Platform and has reviewed all other information that the Undersigned considers necessary or desirable to have reviewed before making an investment decision. The Undersigned has such knowledge, sophistication and experience in financial and business matters that the Undersigned is capable of evaluating the merits and risks of this investment, and is able to incur a complete loss of such investment and to bear the economic risk of such investment for an indefinite period of time. The Undersigned is not relying on any communication of Republic Core, the escrow agent or OpenDeal Portal LLC (the “**Intermediary**”) or their respective affiliates, as investment advice or a recommendation to purchase the Republic Note, and the Undersigned has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate for the Undersigned.
  - c. The Undersigned acknowledges, and is acquiring the Subscribed Republic Note in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation Crowdfunding promulgated under Section 4(a)(6)(B) of the Securities Act (“**Regulation CF**”), as determined by the Intermediary.

- d. To the extent the Undersigned is an entity and not a natural person: (i) the Undersigned is duly organized in the jurisdiction of its organization, and has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid and binding agreement of the Undersigned, enforceable against the Undersigned in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency and other laws of general application affecting the enforcement of creditors' rights generally or by laws relating to the availability of specific performance, injunctive relief or other equitable remedies; and (iii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby shall not conflict with or result in a breach of (x) the Undersigned's articles of organization, operating agreement or other charter documents, (y) any laws or court or regulatory orders or decrees applicable to the Undersigned or (z) any material agreement to which the Undersigned is a party or by which any of its material property or assets is bound.
- e. At substantially the same time as the Undersigned is executing this Agreement, the Undersigned is tendering the required consideration in a form acceptable to Republic Core in satisfaction of the aggregate Purchase Price for the Subscribed Republic Note in compliance with the instructions on the Platform and as outlined in the Form C.
- f. The Undersigned understands that Republic Core reserves the right to, in its sole discretion, accept or reject this subscription, in whole or in part, for any reason whatsoever, and to the extent consideration is transmitted by the Undersigned but not applied by Republic Core to the Undersigned's purchase of Republic Notes, such unused consideration will be returned to the Undersigned, without deduction, interest or remedy in the event of any fluctuation in the underlying value of such consideration during the time period between the Undersigned's delivery of such consideration to Republic Core, and Republic Core's return of such consideration.
- g. The Undersigned understands that, as a holder of Subscribed Republic Notes, the Undersigned is entitled to certain rights under the Operating Agreement, such as distributions resulting from revenues accruing to Republic Core from certain Clients, as defined in the Form C and subject to the terms and conditions set forth in the Operating Agreement, pursuant to such Client Contracts, as defined in the Form C. The Undersigned understands that Republic Core does not intend, nor has the obligation, to register the Republic Notes under the Securities Act of 1933, as amended (the "**Securities Act**") or the Exchange Act of 1934, as amended (the "**Exchange Act**")
- h. The Undersigned and Republic Core acknowledge and agree that the aggregate Purchase Price represents a fair value and/or fair market value, as appropriate, of the Subscribed Republic Notes, and that the U.S. Internal Revenue Service ("**IRS**") could in the future successfully assert that the value of the Subscribed Republic Notes on the date of the Undersigned's receipt thereof was substantially greater, and that any additional value ascribed to the Republic Notes thereby could constitute ordinary income to the Undersigned as of the receipt date, and that any additional taxes or interest due as a result would be the Undersigned's sole responsibility. The Undersigned has provided to Republic Core an IRS Form W-9 or other applicable IRS forms. Notwithstanding the foregoing, the Undersigned has relied upon advice from its own advisors for all tax advice material to an investment in the Subscribed Republic Notes and acknowledges and agrees that the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the IRS, audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the Undersigned has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment. The Undersigned acknowledges that any statements, representations, warranties or agreements, whether express or implied, in the Form C, the Operating Agreement, this Agreement or otherwise is not intended or written to be used, and cannot be used or relied on, by the Undersigned for the purpose of avoiding penalties that may be imposed by any taxing authority, including the IRS.
- i. The Undersigned is not, and is not acting as, an agent, representative, intermediary or nominee for any person identified on the list of blocked persons maintained by the Office of Foreign Assets Control of the U.S. Treasury Department; and the Undersigned has complied with all applicable U.S. laws, regulations, directives, and executive orders relating to anti-money laundering. The Undersigned is purchasing the Republic Notes for the Undersigned's own account and not with a view to, or for resale in connection with, any distribution (within the meaning of the Securities Act) thereof.
- j. The Undersigned shall abide by the restrictions on transfer of the Subscribed Republic Notes set out in the Form C. The Undersigned has been advised that the Subscribed Republic Notes will not be registered under the Securities Act or qualified under any state securities laws and cannot be resold unless such Republic Notes are registered under the Securities Act and qualified under applicable state laws or unless exemptions from such registration requirements are available, and in all events except to the extent such resale is permitted

under the restrictions on transfer of the Subscribed Republic Notes set out in the Form C and the Operating Agreement.

- k. The Undersigned confirms that Republic Core 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) an of investment in the Subscribed Republic Notes or (ii) made any representation to the Undersigned regarding the legality of an investment in the Subscribed Republic Notes under applicable legal investment or similar laws or regulations.
- l. The Undersigned further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, “Risk Factors,” and all other information presented in the Company’s Form C and the offering documentation filed with the SEC.
- m. The information that the Undersigned has provided on the signature page of this Agreement is accurate and complete.
- n. The Undersigned represents that the Undersigned understands the substantial likelihood that the Undersigned will suffer a **TOTAL LOSS** of its investment, and that Undersigned is prepared to bear the risk of such total loss.
- o. This Agreement is the valid and binding obligation of the Undersigned.

**By making the foregoing representations and warranties, the Undersigned does not waive any right of action under federal or state securities laws. However, Republic Core may assert the Undersigned’s representations and warranties on its own behalf in any proceeding or other dispute with any party.**

- 2. Disclaimers. Republic Core makes no representation or warranty of any kind, whether express or implied (either in fact or by operation of law), as to any matter except that Republic Core represents that it is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act, (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the “**Investment Company Act**”), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities under Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.
- 3. Republic Core disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title and non-infringement. Republic Core makes no representation or warranty that any Republic Notes, the technical framework and smart contract that governs them, or any applications or systems in or by which they are used, issued or operated will be error-free, secure or uninterrupted. IN NO EVENT SHALL REPUBLIC CORE BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL BE INTERPRETED TO HAVE, AND SHALL HAVE, EFFECT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL THE LIABILITY OF REPUBLIC CORE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED) OR OTHERWISE, ARISING OUT OF OR RELATING TO THE SUBSCRIBED REPUBLIC NOTES EXCEED THE PURCHASE PRICE.
- 4. Creation of Republic Wallet, Joinder and Delivery of Subscribed Republic Notes in Digital Form.
  - a. Contemporaneous with the Undersigned’s execution of this Agreement, the Undersigned agrees to create a self-custodial digital wallet via the instructions found on the Platform (the “**Republic Wallet**”) in anticipation of holding the Subscribed Republic Notes in said Republic Wallet and understands that the Republic Notes cannot be delivered to the Undersigned without the creation of said Republic Wallet.
  - b. Contemporaneous with the Undersigned’s execution of this Agreement, the undersigned will execute a joinder the Operating Agreement contained herein (the “**Delivery Date**”). Republic Core estimates such Delivery Date shall be prior to August 31, 2024 but may delay such time as its management deem necessary, in their sole discretion, to ensure regulatory compliance with the Republic Notes.
  - c. Undersigned expressly acknowledges that until the Delivery Date and the completion of the tasks contemplated in this Section 4, the Undersigned will have a legal entitlement to, but will not hold or control any Republic Notes and therefore will not be able to receive distributions via said Republic Notes or transact with said Republic Notes.

5. Further Assurances; Compliance with Law. The Undersigned agrees to execute, at any time, upon the request of Republic Core, any further documents or instruments that may, in Republic Core's view, be necessary for the purposes of this Agreement to be effectuated. Notwithstanding anything herein to the contrary, Republic Core is authorized by the Undersigned to amend this Agreement if and to the extent necessary to comply with, and avoid any violation of, applicable law. In the event Republic Core determines that for any reason issuance or delivery of the Subscribed Republic Notes to the Undersigned would violate any applicable law, Republic Core may immediately terminate this Agreement, return the consideration in accordance with the provisions of Section 1(f) and rescind any previously consummated transactions hereunder, without liability to the Undersigned (except to the extent Republic Core fails to return the consideration as specified in Section 1(f) in any transaction so rescinded).
6. Governing Law. This Agreement shall be governed by and enforced in accordance with the Laws of the State of New York, without regard to any conflict of laws principles thereof.
7. Dispute Resolution.

PLEASE READ ALL OF THE PROVISIONS OF SECTION 7 CAREFULLY. IF THE UNDERSIGNED IS LOCATED, RESIDENT OR DOMICILED IN THE UNITED STATES, THIS SECTION REQUIRES THE UNDERSIGNED TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COMPANY AND LIMITS THE MANNER IN WHICH THE UNDERSIGNED CAN SEEK RELIEF FROM THE COMPANY.

- a. Except for those claims brought under the Securities Act and the Exchange Act, any and all disputes, controversies or claims (other than applications for equitable relief; applications for confirmation or enforcement of a resolution or judgment; claims brought in a purported representative capacity on behalf of any other person or group of people; or claims that are not arbitrable under applicable law) arising out of, related to, or in connection with this Agreement ("**Disputes**") shall be resolved by final and binding arbitration before one arbitrator designated by the American Arbitration Association ("**AAA**"), pursuant to the then-prevailing rules of the AAA, in New York, NY, whose decision shall be final and binding. Any arbitration hereunder shall be conducted in a manner intended to preserve the confidentiality of the proceedings and to prevent disclosure of any information concerning the Dispute to the public, news or social media or any other person, other than the AAA staff, the arbitrator, the parties and their counsel, experts, and witnesses (the "**Arbitration Participants**"). The arbitration and all materials exchanged between the parties or submitted to the arbitrator(s), the award resulting therefrom, and the existence of the Dispute shall be kept confidential by the Arbitration Participants and not disclosed to the public, news or social media or any other person, other than Arbitration Participants. Judgment on the arbitration award may be entered in any state or federal court located in New York, NY having jurisdiction over the subject matter of the controversy
- b. Any and all applications for equitable relief; applications for confirmation or enforcement of a resolution or judgment; claims brought in a purported representative capacity on behalf of any other person or group of people; or claims that are non-arbitrable under applicable law shall be heard and determined exclusively in any state or federal court located in New York, NY.
- c. In any action permitted or required under subsections (a) or (b), above, to be brought in a state or federal court located in New York, NY, each party hereby (i) submits to the exclusive jurisdiction of any such court for the purpose of any such action brought by any party hereto, and (ii) irrevocably waives, and agrees not to assert by way of motion, defense or otherwise, in any such action, any claim that such party is not subject personally to the jurisdiction of such court, that such party's property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated hereby may not be enforced in or by such court. Each party agrees that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party irrevocably consents to the service of the summons and complaint and any other process in any such action, on behalf of such party or such party's property, by personal delivery of copies of such process to such party at the address for such party set forth herein. Nothing in this section shall affect the right of any party to serve legal process in any other manner permitted by law.
- d. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT UPON ELECTION OF ARBITRATION BY ANY PARTY. THE PARTIES HERETO WAIVE A TRIAL BY JURY IN ANY LITIGATION RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATED TO IT; PROVIDED, HOWEVER, THAT THE PARTIES AGREE THAT

SUCH WAIVER SHALL NOT APPLY TO CLAIMS BROUGHT UNDER THE EXCHANGE ACT OR THE SECURITIES ACT.

- e. Nothing in this Agreement shall be deemed to constitute a waiver of any compliance by Republic Core with the federal securities laws and the rules and the regulations thereunder, nor shall it constitute a waiver by the Undersigned of any of the Undersigned's legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

8. Miscellaneous.

- a. Notices shall be delivered to the parties at their respective addresses (whether physical or electronic) set forth herein. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and terminates any prior agreements between or among the parties or their respective affiliates (written or oral) with respect to the subject matter hereof. Any amendments to this Agreement shall be in writing upon the mutual agreement of all affected parties. The rights and obligations of the parties under this Agreement may not be assigned or assumed without the written consent of all parties. Should any provision of this Agreement be found to be unenforceable, that provision shall be interpreted or modified to the minimum extent necessary to make it enforceable, and the other provisions of this Agreement shall remain unchanged and enforceable to the greatest extent permitted by law. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic transmission (including by .pdf file and through the use of any form of electronic signature complying with the ESIGN Act of 2000, for example [www.docusign.com](http://www.docusign.com)) or other transmission or delivery method. No rules of strict construction shall apply in the interpretation of this Agreement.
- b. To the extent you provide any personally identifiable information (“PII”) in connection with your election to invest, Republic Core and its affiliates may share such information the any appointed transfer agent to provide services with respect to the ownership and administration of the Republic Notes. The Undersigned irrevocably consents to such uses of Undersigned's PII for these purposes.
- c. The Undersigned agrees to indemnify and hold harmless Republic Core and its affiliates and each of their respective directors, officers, managers, members, representatives, insurers and agents (including legal counsel) from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) that they, or any of them, may incur by reason of the Undersigned's failure, or alleged failure, to fulfill any of the terms and conditions of this subscription or by reason of the Undersigned's breach of any of the Undersigned's representations and warranties contained herein.

**Accepted and agreed as of the latest date written below:**

IN WITNESS WHEREOF, the Undersigned has executed this Subscription Agreement as of the date written below.

**REPUBLIC CORE, LLC**

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

Name:

Title:

Date: \_\_\_\_\_

Address:

149 5<sup>th</sup> Avenue, Floor 10

New York, NY, 10010

E-mail address: [core@republic.co](mailto:core@republic.co)

[To be completed electronically, through republic.co]

IN WITNESS WHEREOF, the undersigned purchaser hereby enters into this Subscription Agreement with Republic Core LLC, a Delaware limited liability company, as of the date written below, and agrees to be bound in all respects by the terms and conditions hereof. The undersigned purchaser shall purchase the number of the Republic Note Tokens specified below for the aggregate Purchase Price specified below:

**Number of Republic Note Tokens:** \_\_\_\_\_  
**Total Investment Amount:** \_\_\_\_\_ \$0.01

\_\_\_\_\_  
Date

**PURCHASER** (if an individual)

**PURCHASER** (if an entity)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Print Name of Additional Signatory

\_\_\_\_\_  
Additional Signature  
(If joint tenants or tenants in common)

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title of Signatory

Address of Principal Residence:

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U.S. Social Security Number(s)  
Number

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Telephone Number

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Email Address

Address of Executive Offices:

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U.S. IRS Tax Identification

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Telephone Number

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Email Address

**REPUBLIC CORE LLC**  
**JOINDER AGREEMENT**

The undersigned hereby agrees to become a party to that certain Second Amended and Restated Operating Agreement of Republic Core LLC dated as of January 1, 2023, (as may be amended from time to time, the “*Operating Agreement*”), by and among Republic Core LLC (the “*Company*”) and the parties named therein or as recorded in cryptographic form on the blockchain. Effective as of the undersigned’s acquisition of the Company’s Class B Membership Interests (the “*Republic Notes*”) pursuant to that certain Subscription Agreement dated \_\_\_\_\_, made by and among the undersigned and the Company, or assigned to the Company by its affiliates, the undersigned is hereby made a party to the Operating Agreement.

The undersigned acknowledges receipt of a copy of each of (i) the Operating Agreement, (ii) confirms that the undersigned is acquiring the number of Republic Notes as outlined above, and (iii) understands that future acquisitions of additional Republic Notes by the undersigned, including, but not limited to, those via subsequent offerings by the Company, secondary marketplaces/exchanges, and/or other peer-to-peer transfers of the Republic Notes, are party to the same Operating Agreement, with the number of Republic Notes owned by the undersigned being reflected and accessible in real-time on a public ledger on the blockchain.

The address and email address to which notices may be sent to the undersigned are as follows:

**Undersigned**

[NAME]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(entities only): \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: \_\_\_\_\_

Republic Core LLC:

By:  
Sean Rolland  
Principal Executive Officer and Principal Financial Officer  
Republic Core LLC

Address: 149 5<sup>th</sup> Ave, Floor 10, New York, NY 10010

Email: [note-support@republic.co](mailto:note-support@republic.co)

Date: \_\_\_\_\_

