



GLOBAL REGENERATIVE GROUP INC.
20946 Avenel Run
Boca Raton, FL 33428
Email: irteam@globalregenerative.finance

REGULATION S SUBSCRIPTION AGREEMENT

This Regulation S Subscription Agreement has been executed by the undersigned (“**Subscriber**”), a non-U.S. Person (as defined below), in connection with the offer to purchase of shares of common stock (the “**Shares**”) of Global Regenerative Group Inc. (the “**Issuer**”) in accordance with the terms and conditions of that certain Confidential Term Sheet for Non-U.S. Persons dated _____, 2023 (the “**Term Sheet**”) which are being offered by the Issuer in an exempt transaction in accordance with Regulation S (“**Regulation S**”) promulgated by the United States Securities and Exchange Commission (“**SEC**”) under the Securities Act of 1933, as amended (“**1933 Act**”). The price of each Share is \$ 1, 25. The Shares are being offered on a “best efforts” basis, and all proceeds received will be deposited directly into the Issuer’s treasury.

The Subscriber hereby represents and warrants to and agrees with the Issuer as follows:

1. **Agreement To Subscribe: Purchase Price.**

1.1 **Subscription.** The undersigned Subscriber hereby agrees to purchase from the Issuer _____ Shares pursuant to the terms and conditions of the Term Sheet.

1.2 **Form of Payment.** Subscriber hereby tenders the sum of US\$_____ (the “**Purchase Price**”), in full payment of the Purchase Price for the Shares.

2. **Subscriber Representations; Access to Information; Independent Investigation.**

2.1 **Offshore Transaction.** Subscriber represents and warrants to Issuer as follows:

2.1.1 Subscriber is a Non-U.S. Person and is not subscribing for the Shares on behalf of a U.S. Person. At the time Subscriber executed and delivered this Regulation S Subscription Agreement, Subscriber was outside the United States. A U.S. Person means any one of the following: (a) any natural person resident in the United States of America; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. Person; (d) any trust of which any trustee is a U.S. Person; (e) any agency or branch of a foreign entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States; and (h) any partnership or corporation if (1) organized or incorporated under the laws of any foreign jurisdiction; and (2) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.



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2.1.2 Any subsequent offer or sale of the Shares by the Subscriber prior to the expiration of one (1) year from the date this Regulation S Subscription Agreement was accepted by the Issuer (the “**Distribution Compliance Period**”) shall be made only in accordance with the provisions of Regulation S, pursuant to registration of the Shares under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act. The Subscriber represents, warrants and covenant to the Issuer that he will not engage in hedging transactions with regard to such Shares prior to the expiration of the Distribution Compliance Period unless in compliance with the 1933 Act. Following the expiration of the Distribution Compliance Period, the Subscriber represents, warrants and covenants to the Issuer that he will not engage in any “directed selling efforts” as that term is defined in Regulation S with respect to the Shares.

2.1.3 Subscriber is acquiring the Shares for its own account and not on behalf of any U.S. person, and the sale has not been pre-arranged with a purchaser in the United States.

2.1.4 Subscriber represents and warrants and hereby agrees that all subsequent offers and sales of the Shares will be made (a) outside the United States in compliance with Rule 903 or Rule 904 of Regulation S, (b) pursuant to registration of the Shares under the 1933 Act, or (c) pursuant to an exemption from such registration. The undersigned acknowledges that the Issuer has no obligation to register the Shares under the 1933 Act or otherwise.

2.1.5 Subscriber acknowledges that the purchase of the Shares involves a high degree of risk and affirms that it can bear the economic risk of acquiring the Shares, including the total loss of its investment. The Subscriber is not relying on any offering documents or other literature other than the Term Sheet in connection with the purchase of the Shares.

2.1.6 Subscriber understands that the Shares are being offered and sold to it in reliance on specific exemptions from the registration requirements of United States federal and state securities laws and that the Issuer is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and undertakings of Subscriber set forth herein in order to determine the applicability of such exemptions and the suitability of Subscriber to acquire the Shares.

2.1.7 Subscriber is sufficiently experienced in financial and business matters to be capable of evaluating the merits and risks of its investments and to make an informed decision relating thereto. In evaluating its investment, Subscriber has consulted its own investment and/or legal and/or tax advisors. Subscriber (i) is either experienced in purchasing securities of a U.S. issuer offered under the exemption provided by Regulation S, or (ii) has engaged legal counsel experienced in compliance with offers and sales made in reliance on Regulation S to advise him regarding an investment in Shares.

2.1.8 Subscriber represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with the Term Sheet, any invitation to subscribe for the Shares or any use of this Regulation S Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (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



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and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Shares. The Subscriber's subscription and payment for, and his or her continued beneficial ownership of the Shares, will not violate any applicable securities or other laws of the undersigned's jurisdiction.

2.1.9 Subscriber acknowledges that, in the view of the SEC, the statutory exemption claimed for this transaction would not be present if the offering of Shares, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the 1933 Act. Subscriber is acquiring the Shares for investment purposes and has no present intention to sell the Shares in the United States or to a U.S. person or for the account or benefit of a U.S. person either now or promptly after the expiration of the Distribution Compliance Period.

2.1.10 Subscriber is not a "distributor" as that term is defined in Regulation S and Subscriber is not participating, pursuant to a contractual agreement, in the distribution of the Shares. The Subscriber has not engaged in any "directed selling efforts" with respect to the Shares including any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Shares being offered by the Issuer pursuant to the Term Sheet, including, but not limited to, placing an advertisement in a publication "with a general circulation in the United States" that refers to the offering of securities being made in reliance upon Regulation S.

2.1.11 If Subscriber is purchasing the Shares subscribed for hereby in a representative or fiduciary capacity, the representations and warranties in this Regulation S Subscription Agreement shall be deemed to have been made on behalf of the person or persons for whom Subscriber is so purchasing.

2.1.12 The undersigned hereby agrees that the Issuer may insert the following or similar legend on the face of the certificates evidencing the Shares in compliance with the 1933 Act or state securities laws:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO A "U.S. PERSON" AS THAT TERM IS DEFINED IN REGULATION S PROMULGATED UNDER THE SECURITIES ACT UNLESS THE SHARES HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR X HAS BEEN PROVIDED WITH AN OPINION OF COUNSEL SATISFACTORY TO IT THAT AN EXEMPTION FROM REGISTRATION IS AVAILABLE."

2.1.13 **The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at <<http://www.treas.gov/ofac>> before making the following representations.** The Subscriber represents that the amounts invested by it in the Issuer in the offering were not and are not



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directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Federal regulations and Executive Orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <<http://www.treas.gov/ofac>>. In addition, the programs administered by OFAC (the “**OFAC Programs**”) prohibit dealing with individuals¹ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

2.1.14 To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Issuer may not accept any amounts from a prospective investor if such prospective investor cannot make the representations set forth in the preceding paragraph. The Subscriber agrees to promptly notify the Issuer should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Issuer may be obligated to “freeze the account” of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations. The Subscriber further acknowledges that the Issuer may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Issuer reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Issuer or any of the Issuer’s service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

2.1.15 To the best of the Subscriber’s knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure², or any immediate family³ member or close associate⁴ of a senior foreign political figure, as such terms are defined in the footnotes below.

2.1.16 If the Subscriber is affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if the Subscriber receives deposits from, makes payments on behalf of, or handles

¹These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

² A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

³“Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

⁴A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.



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other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Issuer that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

2.1.17 Subscriber has been furnished with a copy of the Term Sheet. The undersigned acknowledges that the Company has made available to the undersigned or provided the undersigned the opportunity to review all documents pertaining to the investment opportunity described in the Term Sheet and this Subscription Agreement, and has allowed the undersigned an opportunity to ask questions and receive answers thereto and to verify and clarify any information contained in the Term Sheet, this Subscription Agreement or related documents. The undersigned further acknowledges that the undersigned has received all information concerning the Company, the Company's business, and all other information necessary for the undersigned to invest in the Company. The undersigned acknowledges that the Company is an early stage company and that there is currently no market for the Company's Shares.

2.1.18 The undersigned certifies that each of the foregoing representations and warranties set forth in this Section 2 are true as of the date hereof, shall be true and accurate as of the date of the acceptance by the Issuer of Subscriber's subscription and shall survive thereafter. If Subscriber has knowledge, prior to the acceptance of its Regulation S Subscription Agreement that any such representations and warranties shall not be true and accurate in any respect, the Subscriber, prior to such acceptance, will give written notice of such fact specifying which representations and warranties are not true and accurate and the reasons therefor.

2.2. Independent Investigation; Access. Subscriber acknowledges that Subscriber, in making the decision to purchase the Shares subscribed for, has relied upon independent investigations made by it and Subscriber's representatives, if any, and Subscriber and such representatives, if any, have been given access and the opportunity, prior to any sale to it, to examine all material books and records of the Issuer, all material contracts and documents relating to this offering and an opportunity to ask questions of, and to receive answers from Issuer or any person acting on its behalf concerning the terms and conditions of this offering. Subscriber and its advisors, if any, have received complete and satisfactory answers to any such inquiries.

2.3. No Government Recommendation or Approval. Subscriber understands that no federal or state agency has made or will make any finding or determination relating to the fairness for public investment in the Issuer, or has passed or made, or will pass on or make, any recommendation or endorsement of the Shares.

2.4. Entity Purchases. If Subscriber is a partnership, corporation or trust, the person executing this Regulation S Subscription Agreement on its behalf represents and warrants that:



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(a) He, she or it has made due inquiry to determine the truthfulness of the representations and warranties made pursuant to this Regulation S Subscription Agreement; and that

(b) He, she or it is duly authorized (if the undersigned is a trust, by the Trust Agreement) to make this investment and to enter into and execute this Regulation S Subscription Agreement on behalf of such entity.

3. **Issuer Representations.**

3.1 **Offshore Transaction.** The Issuer has not offered the Shares to any person in the United States or to any U.S. person or for the account or benefit of any U.S. person.

3.2 **No Directed Selling Efforts.** In regard to this transaction, the Issuer has not conducted any "directed selling efforts" as that term is defined in Rule 902 of Regulation S, nor has the Issuer conducted any general solicitation relating to the offer and sale of the Shares to persons resident within the United States.

4. **Expiration of Restricted Period.** In the event that multiple subscriptions are accepted by the Issuer, each separate subscription agreement shall be deemed to be a separate offering under Regulation S, and the restrictive period shall begin for each transaction separately on the date payment is made for that specific transaction.

5. **Exemption; Reliance on Representations.** Subscriber understands that the issuance of the Shares is not being registered under the 1933 Act, and that the Issuer is relying on the rules governing offers and sales made outside the United States pursuant to Regulation S. Rules 901 through 903 of Regulation S govern this transaction.

6. **Stock Delivery Instructions.** The certificates representing the Shares shall be delivered to the Subscriber promptly following acceptance of this Regulation S Subscription Agreement by the Issuer.

7. **Conditions to the Issuer's Obligation to Sell.** Subscriber understands that Issuer's obligation to deliver the Shares is conditioned upon the receipt and acceptance by the Issuer of this Regulation S Subscription Agreement for all of the Shares. The Issuer reserves the right in its complete discretion to reject this Regulation S Subscription Agreement.

8. **Entire Agreement.** This Regulation S Subscription Agreement constitutes the entire agreement among the parties hereof with respect to the subject matter hereof and supersedes any and all prior or contemporaneous representations, warranties, agreements and understandings in connection therewith. This Regulation S Subscription Agreement may be amended only by a writing executed by all parties hereto.



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9. **Certification.** The undersigned certifies that he has read this entire Regulation S Subscription Agreement and that every statement on his part made and set forth herein is true and complete.

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the undersigned has executed this Regulation S Subscription Agreement on the date his signature has been subscribed and sworn to below.

No. of Shares: _____

Amount of Subscription: \$ _____

The Shares are to be issued in
(check one box):

- individual name
- joint tenants with rights of survivorship
- tenants in entirety
- corporation (an officer must sign)
- partnership (all general partners must sign)

Print Name of Investor

Print Name of Joint Investor (if applicable)

Signature of Investor

Signature of Joint Investor

Print Name of Corporation, Partnership or
other Institutional Investor

email address: _____

fax number: _____

Subscriber(s) address:

By: _____

Title: _____

Name of natural person with voting and
dispositive control over the Shares being
subscribed for

Accepted as of this _____ day of _____, 2023

Global Regenerative Group Inc.

By: _____

Name:

Its: