State of Delaware
Secretary of State
Division of Corporations
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CERTIFICATE OF INCORPORATION

OF

OPENAI GROUP PBC

DELAWARE PUBLIC BENEFIT CORPORATION

I, the undersigned, for the purpose of incorporating and organizing a public benefit corporation under the General Corporation Law of the State of Delaware (as it may be amended, supplemented or otherwise modified, the "**DGCL**"), do hereby execute this Certificate of Incorporation and do hereby certify as follows:

Article I
NAME

The name of this corporation is OpenAI Group PBC (the "**Corporation**").

Article II
ADDRESS

The address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is c/o Corporation Trust Company, 1209 North Orange Street, Wilmington, Delaware 19801, New Castle County and the name of the registered agent of the Corporation in the State of Delaware at such address is the Corporation Trust Company.

Article III
PUBLIC BENEFIT

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations, including public benefit corporations, may be organized under the DGCL. The Corporation shall be a public benefit corporation as contemplated by Subchapter XV of the DGCL, or any successor provisions, that is intended to produce a public benefit or public benefits and to operate in a responsible and sustainable manner, and, subject to and as further set forth in the next paragraph, is to be managed in a manner that balances the stockholders' pecuniary interests, the best interests of those materially affected by the Corporation's conduct and the public benefit or benefits identified in this Certificate of Incorporation. If the DGCL is amended to alter or further define the management and operation of public benefit corporations, then the Corporation shall be managed and operated in accordance with the DGCL as so amended. The Corporation will promote the following public benefit: ensure that artificial general intelligence benefits all of humanity, including by conducting and/or funding artificial intelligence research (the "**Mission**"). The Corporation may also research and/or otherwise support efforts to safely develop and distribute such technology and its associated benefits, including analyzing the societal impacts of the technology and supporting related

educational, economic, and safety policy research and initiatives. The resulting technology will benefit the public and the Corporation will seek to distribute it for the public benefit when applicable.

In furtherance of the Mission of the Corporation and having considered the appropriate balance of the factors referenced in the preceding paragraph, the Board of Directors of the Corporation (the **"Board of Directors"**) must solely consider the Mission (and may not consider the pecuniary interests of stockholders or any other interest) in respect of safety and security issues related to the OpenAI enterprise, including in connection with all actions and decisions of the Board of Directors or any of the members of the Board of Directors in their capacities as such (or of any committee of the Board of Directors or any of the members of any such committee in their capacities as such). The members of the Board of Directors comply with their fiduciary duties by complying with the first sentence of this paragraph, and no member of the Board of Directors or any officer of the Corporation will have breached his or her fiduciary duty, or have any liability whatsoever, for complying or facilitating compliance with the first sentence of this paragraph.

Article IV
CAPITAL STOCK

Section IV.1 General.

(a) The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 23,387,192,707. The Corporation has two classes of stock, referred to as Common Stock and Preferred Stock. There are 17,870,000,001 shares of authorized Common Stock, $0.001 par value per share (**"Common Stock"**), and 5,517,192,706 shares of authorized Preferred Stock, $0.001 par value per share (**"Preferred Stock"**). With respect to the Common Stock: 1 share of Common Stock shall be designated as **"Class N Common Stock"**, which shall have a par value of $0.001, 13,000,000,000 shares of Common Stock shall be designated as **"Class A Common Stock"**, which shall have a par value of $0.001, and 4,870,000,000 shares of Common Stock shall be designated as **"Class B Common Stock"**, which shall have a par value of $0.001. With respect to the Preferred Stock: 37,096,471 shares of Preferred Stock shall be designated as **"Series A-1 Preferred Stock"**, 70,958,014 shares of Preferred Stock shall be designated as **"Series A-2 Preferred Stock"**, 263,380,647 shares of Preferred Stock shall be designated as **"Series A-3 Preferred Stock"** and 275,757,574 shares of Preferred Stock shall be designated as **"Series B Preferred Stock"**.

(b) Subject to any vote of the holders of the Preferred Stock or any series thereof that is required pursuant to this Article IV, the number of authorized shares of Common Stock and Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the shares of capital stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL, and no vote of the holders of the shares of Common Stock or Preferred Stock voting separately as a class shall be required therefor.

(c) Subject to the limitations and provisions contained in this Article IV, the Preferred Stock may be issued from time to time in one or more series and in such amounts as may be determined by the Board of Directors. Subject to the limitations and provisions contained in this

Article IV, the designations, powers, preferences and relative, participating, optional, conversion and other special rights of each series of Preferred Stock, and the qualifications, limitations and restrictions thereof, shall be such as are fixed herein and, to the extent not fixed herein, shall be such as may be fixed by the Board of Directors (the authority to do so being hereby expressly granted) and stated in a resolution or resolutions providing for the issue of such series of Preferred Stock. Subject to the limitations and provisions contained in this Article IV, the Board of Directors (the authority to do so being hereby expressly granted) may provide for any new series of Preferred Stock and the designations, powers, preferences and relative, participating, optional, conversion and other special rights in respect thereof, and the qualifications, limitations and restrictions thereof, stated in a resolution or resolutions providing for the issue of Preferred Stock of such series.

Section IV.2 Common Stock.

(a) General. The liquidation rights of the holders of the Common Stock are subject to and qualified by the powers, preferences and special rights of the holders of the Preferred Stock. The Class N Common Stock shall have no economic entitlement on account thereon aside from its $0.001 per share par value. Except as expressly provided herein in respect of the election of directors or otherwise, the rights, preferences and privileges of the Class A Common Stock and Class B Common Stock shall be identical in all respects. The holders of the Class A Common Stock and Class B Common Stock shall be entitled to receive an equal amount of dividends per share if, as and when declared from time to time by the Board of Directors. In no event shall any stock dividends or stock splits or combinations of stock be declared or made on Class A Common Stock or Class B Common Stock unless the shares of Class A Common Stock and Class B Common Stock at the time outstanding are treated equally and identically; provided that, in the event of a dividend of Common Stock, shares of Class B Common Stock shall only be entitled to receive shares of Class B Common Stock and shares of Class A Common Stock shall only be entitled to receive shares of Class A Common Stock. In the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding-up of the Corporation, holders of Class A Common Stock and Class B Common Stock shall be entitled to receive an equal amount per share of all the assets of the Corporation of whatever kind available for distribution to holders of Common Stock (after distribution to each share of Class N Common Stock of its per share par value of $0.001).

(b) Voting. Except as otherwise provided herein or by applicable law, the holders of the Common Stock shall be entitled to one vote for each share of Common Stock held as of the applicable record date for each meeting of stockholders (and written actions in lieu of meetings) if and only to the extent that the holder thereof is entitled to the right to vote pursuant to clauses (i) and (ii) of this paragraph (b); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the DGCL. There shall be no cumulative voting. The voting rights of the holders of Common Stock shall be dependent on the identity of the applicable holder of Common Stock as follows:

(i) *Voting on Director Elections.* Shares of Class N Common Stock and, if issued, Class B Common Stock (including any series of Preferred Stock with voting rights determined on an as-converted to Class B Common Stock basis) shall be entitled to vote on the election of directors to serve on the Board of Directors. So long as any shares of Class N Common Stock are issued and outstanding and held, directly or indirectly, by OpenAI Foundation (or any successor entity), holders of Class A Common will not be entitled to vote on the election of directors to serve on the Board of Directors under any circumstances. Solely if there ceases to be any shares of Class N Common Stock then issued and outstanding and held, directly or indirectly, by OpenAI Foundation (or any successor entity), the Class A Common Stock (including Preferred Stock with voting rights determined on an as-converted to Common Stock basis) shall be entitled to vote on director elections but only to the extent such shares of Class A Common Stock are not held by a Person who is required to obtain approval, or make any filing, or wait for the expiration of any waiting period under the Sherman Antitrust Act of 1890, the Clayton Antitrust Act of 1914, the HSR Act, the Federal Trade Commission Act of 1914, and all other laws, whether foreign or domestic, that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or significant impediments or lessening of competition or the creation or strengthening of a dominant position (each, an "**Antitrust Law**") or any applicable laws, whether foreign or domestic, including any state, national or multi-jurisdictional laws, that are designed or intended to prohibit, restrict or regulate actions by foreigners to acquire interests in or control over domestic equities, securities, entities, assets, land or interests (each, a "**Foreign Investment Law**") in order to hold and/or acquire capital stock entitled to vote on the election of directors of the Corporation which approval, filing or waiting period has not been obtained, made or expired, as applicable (a "**Director Disqualified Person**"). If at any time there are both (1) shares of Class N Common Stock outstanding and held, directly or indirectly, by OpenAI Foundation (or any successor entity) and (2) shares of Class B Common Stock outstanding (including shares of Preferred Stock with voting rights determined on an as-converted to Class B Common Stock basis), then the shares of Class N Common Stock shall be entitled to votes in respect of director elections equal to the greater of (x) 66.67% of the issued and outstanding voting power and (y) the percentage of outstanding shares of Class N Common Stock and Class B Common Stock represented by the outstanding shares of Class N Common Stock held by OpenAI Foundation. In addition, so long as there are any shares of Class N Common Stock outstanding, a quorum shall not be deemed to be present in respect of any vote on director elections unless the holder of the Class N Common Stock is present.

(ii) *Voting Rights Outside of Director Elections.* All holders of Common Stock (including holders of Preferred Stock with voting rights determined on an as-converted to Common Stock basis but, subject to Section IV.2(c), but excluding the holder of Class N Common Stock solely with respect to such Class N Common Stock), regardless of their identity and the applicable class of Common Stock (but excluding, for clarity, the Class N Common Stock), will be entitled to vote in respect of any matter which requires a vote of stockholders pursuant to this Certificate of Incorporation, the Bylaws or the DGCL other than in respect of director elections which are solely governed by the foregoing clause (i), but only to the extent such shares of Common Stock are not held by a Person who is

required to obtain approval, or make any filing, or wait for the expiration of any waiting period under any Antitrust Law or Foreign Investment Law in order to hold and/or acquire capital stock entitled to vote on such matter, which approval, filing or waiting period has not been obtained, made or expired, as applicable (an "**Other Disqualified Person**").

(iii) *Disqualified Persons*. If a holder of Common Stock (including holders of Preferred Stock with voting rights determined on an as-converted to Common Stock basis) determines that it is, or could reasonably be expected to be, a Director Disqualified Person or Other Disqualified Person with respect to any matter, such stockholder shall promptly (and, in any event, prior to the holding of any vote following such determination) notify the Corporation of such determination. Until such stockholder has obtained the applicable approval(s), or made the applicable filing(s), or the applicable waiting period(s) has expired, as applicable (or such requirement is no longer applicable to such stockholder) and notified the Corporation of the same, such stockholder will be a Director Disqualified Person and/or Other Disqualified Person with respect to the applicable matter(s). The Corporation shall be entitled to rely on any notification made pursuant to this Section IV.2(b)(iii) (and on any omission by a stockholder to deliver a notification pursuant to this Section IV.2(b)(iii)) in making a determination as to whether a stockholder is a Director Disqualified Person or Other Disqualified Person. In addition, (x) the Corporation may request that any stockholder certify whether or not it is a Director Disqualified Person and/or Other Disqualified Person with respect to such matter; and (y) all stockholders agree to respond promptly to any such request and that (1) the Corporation shall be entitled to determine in good faith acting reasonably whether to accept any such certified response from a stockholder and (2) the Corporation shall be entitled to rely on any such response if it determines to do so.

(c) Special Class N Pre-Approval Rights. Notwithstanding anything herein to the contrary, so long as any shares of Class N Common Stock are issued and outstanding and held, directly or indirectly, by OpenAI Foundation (or any successor entity), the prior written approval of the holder of the outstanding shares of Class N Common Stock shall be required in order for the Corporation to: (i) amend any provision of Article III (Public Benefit); (ii) enter into any definitive agreement providing for, or consummate (to the extent not previously so approved), any Deemed Liquidation Event or any sale of material assets of the Corporation and its subsidiaries, taken as a whole; (iii) issue any additional shares of Class N Common Stock; (iv) other than in the case of the issuance of Class B Common Stock in connection with any acquisition transaction or similar transaction or the authorization of additional shares of Class B Common Stock, issue or authorize the creation of any share of capital stock of the Corporation entitled to vote on the election of directors, including through an amendment to this Certificate of Incorporation to provide any then-existing share of capital stock of the Corporation the right to vote on the election of directors; or (v) amend, supplement or otherwise modify any provision of this Certificate of Incorporation or the Bylaws of the Corporation (including by way of merger or otherwise) to the extent any such modification would disproportionately and adversely affect the rights of the holder of Class N Common Stock, in its capacity as a holder of Class N Common Stock.

(d) Transferability of Class N Common Stock. Notwithstanding anything herein to the contrary, shares of Class N Common Stock will not be transferable (except to the extent it remains directly or indirectly held by OpenAI Foundation (or any successor entity)) and any such share

shall cease to have any voting rights in the event it is held by any person other than OpenAI Foundation (or any successor entity), whether directly or indirectly. Any purported transfer of Class N Common Stock to any person other than OpenAI Foundation shall be null and void *ab initio*.

(e) Conversion of Class B Common Stock.

(i) Automatic Conversion. A share of Class B Common Stock will automatically convert into one share of Class A Common Stock at the earlier of the time that (i) there ceases to be any shares of Class N Common Stock outstanding and held by OpenAI Foundation or (ii) the applicable share of Class B Common Stock is transferred to a person other than the initial holder which person is not an affiliate of the initial holder (or at any time after such transferee ceases to be affiliated with such holder). The issuance of shares of Class A Common Stock upon conversion of shares of Class B Common Stock shall be made without charge for any stamp or other similar tax in respect of such issuance. However, if any such shares to be issued upon conversion are to be issued in a name other than that of the holder of the share or shares of Class B Common Stock converted, the person or persons requesting the issuance thereof shall pay to the Corporation the amount of any tax which may be payable in respect of any transfer involved in such issuance, or shall establish to the satisfaction of the Corporation that such tax has been paid. When shares of Class B Common Stock have been converted, they shall be cancelled and become authorized but unissued shares of Class B Common Stock.

(ii) Optional Conversion. Each share of Class B Common Stock shall be convertible, at the option of the holder thereof, at any time, and without the payment of additional consideration by the holder thereof, into one share of Class A Common Stock.

(A) Mechanics of Conversion.

(1) Notice of Conversion. In order for a holder of Class B Common Stock to voluntarily convert shares of Class B Common Stock into shares of Class A Common Stock, such holder shall (1) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Class B Common Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Class B Common Stock and, if applicable, any event on which such conversion is contingent and (2) if such holder's shares are certificated, surrender the certificate or certificates for such shares of Class B Common Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Class B Common Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written

instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. Unless a later time and date is otherwise specified by the Corporation, the close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Class B Common Conversion Time**"), and the shares of Class A Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Class B Common Conversion Time, (a) issue and deliver to such holder of Class B Common Stock, or to such holder's nominees, a notice of issuance of uncertificated shares and may, upon written request, issue and deliver a certificate for the number of full shares of Class A Common Stock issuable upon such conversion in accordance with the provisions hereof and, may, if applicable and upon written request, issue and deliver a certificate for the number (if any) of the shares of Class B Common Stock represented by any surrendered certificate that were not converted into Class A Common Stock, and (b) pay all declared but unpaid dividends on the shares of Class B Common Stock converted.

(2) Reservation of Shares. The Corporation shall, at all times when any shares of Class B Common Stock are outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Class B Common Stock, such number of its duly authorized shares of Class A Common Stock of the applicable series as shall from time to time be sufficient to effect the conversion of all outstanding Class B Common Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Class B Common Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purposes.

(3) Effect of Conversion. All shares of Class B Common Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Class B Common Conversion Time, except only the right of the holders thereof to receive shares of Class A Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon.

(4) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Class A Common Stock upon conversion of shares of Class B Common Stock pursuant to this Section IV.2(e)(ii)(A)(4). The Corporation

shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Class A Common Stock in a name other than that in which the shares of Class B Common Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

Section IV.3 Preferred Stock.

(a) The shares of the Preferred Stock shall have the powers, preferences and special rights set forth in this Section IV.3.

(b) Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of Common Stock or any other class or series of capital stock of the Corporation convertible into Common Stock (other than dividends on shares of Common Stock payable in shares of Common Stock) unless the holders of the Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Preferred Stock in an amount at least equal to: (i) in the case of a dividend on Common Stock, the product of (A) the dividend declared, paid or set aside on such Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of such Preferred Stock; (ii) in the case of a dividend on a class or series of capital stock that is convertible into Common Stock, the product of (A) the dividend declared, paid or set aside per share of such class or series of capital stock and (B) the number of shares of Common Stock issuable upon conversion of a share of such Preferred Stock, divided by the number of shares of Common Stock issuable upon conversion of a share of such class or series of capital stock; or (iii) in the case of a dividend on any class or series that is not convertible into Common Stock, the product of (A) the amount of the dividend payable on each share of such class or series of capital stock, divided by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) the applicable Original Issue Price; provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Preferred Stock pursuant to this paragraph shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Preferred Stock dividend for the applicable series of Preferred Stock.

(c) Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(i) Preferential Payments to Holders of Preferred Stock. In the event of (A) any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of each series of Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and (B) a Deemed Liquidation Event (as defined below), the holders of each series of Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as

applicable, on a *pari passu* basis based on their respective Liquidation Amounts (as defined below) and before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share of each such series of Preferred Stock equal to the greater of (1) the applicable Original Issue Price, plus any dividends declared but unpaid thereon, or (2) such amount per share as would have been payable had all shares of such series of Preferred Stock (and all shares of all other series of Preferred Stock that would receive a larger distribution per share if such series of Preferred Stock were converted into Common Stock) been converted into Common Stock pursuant to Section IV.3(e) immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to, for each series of Preferred Stock, as applicable, as the "**Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of Preferred Stock the full amount to which they shall be entitled under this Section IV.3(c)(i), the holders of Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. The "**Original Issue Price**" shall mean, with respect to (1) the Series A-1 Preferred Stock, $5.2250 per share, (2) the Series A-2 Preferred Stock, $187.8558 per share, (3) the Series A-3 Preferred Stock, $306.8593 per share, and (4) the Series B Preferred Stock, $47.1429 per share, in each case, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the applicable Preferred Stock. In the event the Board of Directors provides for any new series of Preferred Stock, then the applicable Original Issue Price with respect thereto shall be as stated in the applicable certificate of designation or the resolution or resolutions providing for the issue of Preferred Stock of such series.

(ii) Payments to Holders of Common Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Liquidation Amounts required to be paid to the holders of Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of Preferred Stock pursuant to Section IV.3(c)(i) or the remaining Available Proceeds, as the case may be, shall be distributed among the holders of Common Stock (other than the Class N Common Stock), pro rata based on the number of shares of Common Stock (and each share of Class N Common Stock shall be entitled receive $0.001 per share equal to its par value).

(iii) Deemed Liquidation Events.

(A) Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of a majority of the outstanding shares of Preferred Stock, voting as a single class on an as-converted to Common Stock basis (the "**Requisite Holders**"), elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event; provided, however, that such waiver shall not be effective with respect to Series A-

2 Preferred Stock, Series A-3 Preferred Stock or Series B Preferred Stock unless the Requisite Series Majority elects otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

(1) a merger, consolidation, statutory conversion, transfer, domestication, or continuance in which

(a) the Corporation is a constituent party or

(b) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger, consolidation, statutory conversion, transfer, domestication, or continuance,

except any such merger, consolidation, statutory conversion, transfer, domestication, or continuance involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger, consolidation, statutory conversion, transfer, domestication, or continuance continue to represent, or are converted into or exchanged for shares of capital stock or other equity interests that represent, immediately following such merger, consolidation, statutory conversion, transfer, domestication, or continuance, a majority, by voting power (for such purposes, measured both based on the right to vote on matters other than the election of directors and on the right to vote on the election of directors), of the capital stock or other equity interests of (x) the surviving or resulting corporation or entity; or (y) if the surviving or resulting corporation or entity is a wholly owned subsidiary of another corporation or entity immediately following such merger, consolidation, statutory conversion, transfer, domestication, or continuance, the parent corporation or entity of such surviving or resulting corporation or entity; or

(2) (a) the sale, lease, transfer, or other similar disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or (b) the sale, lease, transfer, or other similar disposition (whether by merger, consolidation, statutory conversion, domestication, continuance or otherwise, and whether in a single transaction or a series of related transactions) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, or other similar disposition is to a wholly owned subsidiary of the Corporation; or

(3) in the event of any transaction pursuant to which the members of OAI Global or their affiliates, other than the Corporation and its subsidiaries, would receive proceeds from the sale of all or substantially all of the assets of or equity interests in any of the Corporation's subsidiaries

that represents a majority of the asset or equity value, as applicable, of the consolidated assets or equity of the Corporation and its subsidiaries, taken as a whole (a "**Global Sale**").

Notwithstanding the foregoing and for the purposes of clarity, the 2025 OpenAI Recapitalization and the transactions effected in connection therewith shall not constitute a Deemed Liquidation Event. For purposes hereof, "**2025 OpenAI Recapitalization**" shall mean the series of transactions contemplated to be taken on or around October 28, 2025 pursuant to which OAI Global and its applicable affiliates are effecting a recapitalization or restructuring as result of which the direct and indirect holders of economic interests in OAI Global as of immediately prior to such series of transactions continue to hold a majority of the economic interests of OAI Global or the Corporation.

(B) Effecting a Deemed Liquidation Event. The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in the foregoing Section IV.3(c)(iii)(A)(1)(a) unless the definitive agreement or plan providing for such transaction, or terms of such transaction (any such agreement, plan or terms, the "**Transaction Document**"), provides that the consideration payable to the stockholders of the Corporation in such Deemed Liquidation Event shall be allocated to the holders of capital stock of the Corporation in accordance with Sections IV.3(c)(i) and IV.3(c)(ii).

(1) In the event of a Deemed Liquidation Event referred to in Section IV.3(c)(iii)(A)(1)(b) or Section IV.3(c)(iii)(A)(2), if the Corporation does not effect a dissolution of the Corporation under the DGCL within ninety (90) days after such Deemed Liquidation Event, then (a) the Corporation shall send a written notice to each holder of Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (b) to require the redemption of such shares of Preferred Stock, and (b) if the Requisite Holders so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, any other expenses reasonably related or otherwise incident to such Deemed Liquidation Event and any other expenses incident to the dissolution of the Corporation as provided herein, in each case as determined in good faith by the Board of Directors), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the "**Available Proceeds**") on the one hundred fiftieth (150th) day after such Deemed Liquidation Event (the "**DLE Redemption Date**"), to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Liquidation Amount; provided that if the definitive agreements governing such Deemed Liquidation Event contain contingent

indemnification obligations on the part of the Corporation and prohibit the Corporation from distributing all or a portion of the Available Proceeds while such indemnification obligations remain outstanding, then the DLE Redemption Date shall automatically be extended to the date that is ten (10) business days following the date on which such prohibition expires. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Section IV.3, the Corporation shall not expend or dissipate the Available Proceeds for any purpose, except to discharge expenses incurred in connection with such Deemed Liquidation Event. In connection with a distribution or redemption provided for in this Section IV.3, the Corporation shall send written notice of the redemption (the "**Redemption Notice**") to each holder of record of Preferred Stock. Each Redemption Notice shall state:

(a) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the date specified in the Redemption Notice;

(b) the redemption date and the price per share at which the shares of Preferred Stock are being redeemed; and

(c) for holders of shares in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated by the Corporation, his, her or its certificate or certificates representing the shares of Preferred Stock to be redeemed.

If the Redemption Notice shall have been duly given, and if payment is tendered or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, all rights with respect to such shares shall forthwith after the date terminate, except only the right of the holders to receive the payment without interest upon surrender of any such certificate or certificates therefor.

(C) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, statutory conversion, transfer, domestication, continuance, sale, lease, transfer, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders pursuant to

such Deemed Liquidation Event. The value of such property, rights or securities shall be determined in good faith by the Board of Directors.

(D) Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Section IV.3(c)(iii)(A)(1)(a), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Transaction Document shall provide that (1) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections IV.3(b) and IV.3(c) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (2) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Sections IV.3(b) and IV.3(c) after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Section IV.3, consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Initial Consideration.

(d) Voting.

(i) General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of a meeting), each holder of outstanding shares of Preferred Stock shall be entitled to cast the number of votes, if any, equal to the number of votes to which the number of whole shares of the applicable class of Common Stock into which the shares of Preferred Stock held by such holder are convertible (as provided in Section IV.3(e) below) are entitled as of the record date for determining stockholders entitled to vote on such matter solely to the extent such class of Common Stock into which the applicable series of Preferred Stock held by such holder is entitled to vote with respect to such matter; provided that any holder of outstanding shares of Preferred Stock who is required to obtain approval, or make any filing, or wait for the expiration of any waiting period under any Antitrust Law or Foreign Investment Law in order to cast their vote in accordance with the preceding sentence shall not be entitled to vote and shall not be counted towards the number of shares entitled to vote until such required approval has been obtained, such filing has been made, or such waiting period has expired; provided, further, that the holders of Series A-2 Preferred Stock and Series A-3 Preferred Stock shall vote on an as-converted basis as if they were convertible into shares of Class B Common Stock (on a one-to-one basis relative to the number of shares of Class A Common Stock into which such shares are convertible) and any such shares of Series A-2 Preferred Stock and Series A-3 Preferred Stock shall be aggregated with the shares of Class B Common for purposes of determining the total voting power on any vote on director elections pursuant to Section IV.2(b)(i), and, for the avoidance of doubt, the Class B Common Stock (including shares voted on an as-converted basis) shall not be entitled to cast more than one-third (1/3) of the vote in the aggregate with respect to the election of directors in accordance with

Section IV.2(b)(i). Except as provided by law or by the other provisions of this Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of the applicable class of Common Stock as a single class and on an as-converted to the applicable class of Common Stock basis. The provisions of Section IV.2(b) (*Common Stock—Voting*) shall apply with respect to holders of the Preferred Stock who are voting their shares of Preferred Stock on an as-converted basis, such that the voting rights of the holders of Preferred Stock (on an as-converted to Common Stock basis) shall be dependent on the identity of the applicable holder of Preferred Stock as set forth in Section IV.2(b) (*Common Stock—Voting*).

(ii) Preferred Stock Protective Provisions. At any time when at least twenty-five percent (25%) of the originally issued shares of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding (including for this purpose the Series B Preferred Units of OAI Global (on an as-converted to Series B Preferred Stock basis)), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, domestication, transfer, continuance, recapitalization, reclassification, waiver, statutory conversion, or otherwise, effect any of the following acts or transactions without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the holders of a majority of the outstanding shares of the Preferred Stock, voting together as a single class on an as-converted to Common Stock basis:

(A) amend, alter or repeal any provision of this Certificate of Incorporation or Bylaws of the Corporation in a manner that affects the special rights, powers and preferences of the Preferred Stock (or any series thereof) in a disproportionate and materially adverse manner relative to the effect on the special rights, powers and preferences of the Common Stock (provided, for the avoidance of doubt, that any authorization or issuance of additional Common Stock, Preferred Stock or any other securities, including the creation of any new series of capital stock, shall not be deemed to be disproportionate and materially adverse to any holders of Preferred Stock but the waiver of any rights relating to liquidation preference or amendments to vote-based conversion to Common Stock (other than administrative or de minimis amendments) shall be deemed to be disproportionate and materially adverse to any holders of Preferred Stock);

(B) create any capital stock unless the same ranks junior to or *pari passu* with the Preferred Stock with respect to its economic rights, powers and preferences;

(C) amend, alter or repeal the definition of Global Sale or the corresponding provisions of this Certificate of Incorporation regarding the effect of a Global Sale in a manner that affects the special rights, powers and preferences of the Preferred Stock (or any series thereof) in a materially adverse manner; or

(D) increase or decrease the authorized number of shares of Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series A-3 Preferred Stock, or Series B Preferred Stock.

(iii) Series Protective Provisions. At any time when at least twenty-five percent (25%) of the originally issued shares of a series of Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock) are outstanding (including for the Series B Preferred Stock, the Series B Preferred Units of OAI Global (on an as-converted to Series B Preferred Stock basis)), the Corporation shall not, either directly or indirectly by amendment, merger, consolidation, domestication, transfer, continuance, recapitalization, reclassification, waiver, statutory conversion, or otherwise, effect any of the following acts or transactions without (in addition to any other vote required by law or this Certificate of Incorporation) the written consent or affirmative vote of the Requisite Series Majority of such series of Preferred Stock: (A) amend, alter, repeal or waive the terms of such series of Preferred Stock as set forth in this Certificate of Incorporation in a manner that is disproportionate and materially adverse to the holders of such series of Preferred Stock relative to other series of Preferred Stock (including any waiver of the liquidation preference applicable to such series of Preferred Stock or any amendments to vote-based conversion to Common Stock provisions applicable to such series of Preferred herein); (B) create any capital stock unless the same ranks junior to or *pari passu* with such series of Preferred Stock with respect to its rights, powers and preferences, provided, however, that if such capital stock is senior to the rights, powers and preferences of multiple series of Preferred Stock, the written consent or affirmative vote of the holders of a majority of the outstanding shares of all such series of Preferred Stock, voting together as a single class on an as-converted to Common Stock basis (instead of the Requisite Series Majority of any one such series) shall be required; and (C) in the case of the Series A-3 Preferred Stock only, solely to the extent the Board of Directors does not have an Audit and Risk Committee (or equivalent body) (that would comply with either the New York Stock Exchange or Nasdaq Stock Market rules regarding audit committees) which reviews material related party transactions, any material related party transaction between the Corporation or an affiliate thereof, on the one hand, and any director or senior executive of the Corporation, an immediate family member thereof or an affiliate of the foregoing, on the other hand, unless (i) such transaction is approved by a majority of the disinterested and independent directors of the Corporation or (ii) with respect to compensation matters or similar matters relating to directors or executives of the Corporation or its subsidiaries, such transaction is approved by a Compensation Committee fully comprised of independent directors. "**Requisite Series Majority**" means a majority of the voting power on an as-converted basis of the applicable series of Preferred Stock; provided that (x) solely with respect to the Series A-2 Preferred Stock, the "Requisite Series Majority" means the "Conversion Preferred Majority" as such term is defined in those certain Convertible Interest Rights Agreements entered into by and between OAI Global and the other persons party thereto pursuant to that certain Investment Agreement, dated as of September 4, 2024, among such parties, and (y) solely with respect to the Series A-3 Preferred Stock, the "Requisite Series Majority" means the "Conversion Preferred Majority" as such term is defined in those certain Convertible Interest Rights Agreements entered into by and

between OAI Global and the other persons party thereto pursuant to that certain Investment Agreement, dated as of March 31, 2025, among such parties.

(e) Optional Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

(i) Right to Convert.

(A) Conversion Ratio. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time, and without the payment of additional consideration by the holder thereof, into such whole number of fully paid and non-assessable shares of Class A Common Stock (calculated as provided in Section IV.3(e)(ii) below), as is determined by dividing the applicable Original Issue Price by the applicable Conversion Price (as defined below) in effect at the time of conversion. The "**Conversion Price**" applicable to the Preferred Stock as of the date hereof shall be equal to, with respect to (1) the Series A-1 Preferred Stock, $5.2250 per share, (2) the Series A-2 Preferred Stock, $187.8558 per share, (3) the Series A-3 Preferred Stock, $306.8593 per share, and (4) the Series B Preferred Stock, $47.1429 per share. In the event the Board of Directors provides for any new series of Preferred Stock, then the applicable Conversion Price with respect thereto shall be as stated in the applicable certificate of designation or the resolution or resolutions providing for the issue of Preferred Stock of such series. The Conversion Price shall be subject to adjustment as set forth in Section IV.3(g).

(B) Termination of Conversion Rights. In the event of a redemption notice of any shares of Preferred Stock, the Conversion Rights of the shares designated for redemption shall terminate at the close of business on the last full day preceding the date fixed for redemption, unless the redemption price is not fully paid on such redemption date, in which case the Conversion Rights for such shares shall continue until such price is paid in full. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Preferred Stock; provided that the foregoing termination of Conversion Rights shall not affect the amount(s) otherwise paid or payable in accordance with Section IV.3(c)(i) to the holders of Preferred Stock pursuant to such liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event.

(ii) Number of Shares Issuable Upon Conversion. The number of shares of Class A Common Stock issuable to a holder of Preferred Stock upon conversion of such Preferred Stock shall be the nearest whole share, after aggregating all fractional interests in shares of Class A Common Stock that would otherwise be issuable upon conversion of all shares of that same series of Preferred Stock being converted by such holder (with any fractional interests after such aggregation representing greater than 0.5 of a whole share being entitled to a whole share). For the avoidance of doubt, no fractional interests in

shares of Class A Common Stock shall be created or issuable as a result of the conversion of the Preferred Stock pursuant to this Certificate of Incorporation.

(iii) Mechanics of Conversion.

(A) Notice of Conversion. In order for a holder of Preferred Stock to voluntarily convert shares of Preferred Stock into shares of Class A Common Stock, such holder shall (1) provide written notice to the Corporation's transfer agent at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent) that such holder elects to convert all or any number of such holder's shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (2) if such holder's shares are certificated, surrender the certificate or certificates for such shares of Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent). If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. Unless a later time and date is otherwise specified by the Corporation, the close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the "**Preferred Conversion Time**"), and the shares of Class A Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Preferred Conversion Time, (a) issue and deliver to such holder of Preferred Stock, or to such holder's nominees, a notice of issuance of uncertificated shares and may, upon written request, issue and deliver a certificate for the number of full shares of Class A Common Stock issuable upon such conversion in accordance with the provisions hereof and, may, if applicable and upon written request, issue and deliver a certificate for the number (if any) of the shares of Preferred Stock represented by any surrendered certificate that were not converted into Class A Common Stock, and (b) pay all declared but unpaid dividends on the shares of Preferred Stock converted.

(B) Reservation of Shares. The Corporation shall, at all times when any shares of Preferred Stock are outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Preferred Stock, such number of its duly authorized shares of Class A Common Stock of the applicable series as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be

sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purposes.

(C) Effect of Conversion. All shares of Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Preferred Conversion Time, except only the right of the holders thereof to receive shares of Class A Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon.

(D) No Further Adjustment Post-Conversion. Upon any such conversion, no adjustment to the Conversion Price shall be made for any declared but unpaid dividends on the Preferred Stock surrendered for conversion or on the Class A Common Stock delivered upon conversion.

(E) Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Class A Common Stock upon conversion of shares of Preferred Stock pursuant to this Section IV.3(e)(iii)(E). The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Class A Common Stock in a name other than that in which the shares of Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(f) Mandatory Conversion.

(i) Trigger Events. All outstanding shares of Preferred Stock shall automatically be converted into shares of Class A Common Stock, at the then effective Conversion Price, upon the earliest to occur of (the time of such conversion is referred to herein as the "**Mandatory Conversion Time**"):

(A) immediately prior to the closing of the sale of shares of any class of Common Stock to the public, in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, if in connection with such offering the shares of any class of Common Stock are listed for trading on the Nasdaq Stock Market, the New York Stock Exchange or another national securities exchange or marketplace (an "**IPO**");

(B) immediately prior to the effectiveness of the registration statement in connection with the initial listing of any class of Common Stock on the Nasdaq Stock Market, the New York Stock Exchange or another national securities exchange or marketplace by means of an effective registration statement filed by

the Corporation with the Securities and Exchange Commission, without a related underwritten offering of such Common Stock (a "**Direct Listing**");

(C) consummation of any business combination with a special purpose acquisition company following which the shares of any class or series of the capital stock of the Corporation (or the successor or parent company thereof) are listed for trading on the Nasdaq Stock Market, the New York Stock Exchange or another national securities exchange or marketplace (a "**SPAC Transaction**"); and

(D) the date and time, or upon the occurrence of an event, specified by vote or written consent of, with respect to any series of Preferred Stock, the Requisite Series Majority of such series of Preferred Stock.

(ii) Procedural Requirements. All holders of record of shares of Preferred Stock (or the applicable series thereof) shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Preferred Stock pursuant to this Section IV.3(f). Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Preferred Stock being converted that holds such shares of Preferred Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Preferred Stock converted pursuant to Section IV.3(f), including the rights, if any, to receive notices and vote (other than as a holder of Class A Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section IV.3(f)(ii). As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall (A) issue and deliver to such holder, or to his, her or its nominees, a notice of issuance of uncertificated shares and may, upon written request, issue and deliver a certificate for the number of full shares of Class A Common Stock issuable upon such conversion in accordance with the provisions hereof; and (B) pay any declared but unpaid dividends on the shares of Preferred Stock converted.

(g) Adjustments to Conversion Price.

(i) Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the original issue date with respect to any series of Preferred Stock (the "**Original Issue Date**") effect a subdivision of the outstanding Class

A Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Class A Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Class A Common Stock outstanding. If the Corporation shall at any time or from time to time after the applicable Original Issue Date combine the outstanding shares of Class A Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately before the combination shall be proportionately increased so that the number of shares of Class A Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Class A Common Stock outstanding. Any adjustment under this clause (i) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(ii) Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the applicable Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common Stock entitled to receive, a dividend or other distribution payable on the Class A Common Stock in additional shares of Class A Common Stock, then and in each such event the Conversion Price of each series of Preferred Stock in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price of each such series of Preferred Stock then in effect by a fraction:

(A) the numerator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(B) the denominator of which shall be the total number of shares of Class A Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Class A Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing: (x) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price of each series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price of each series of Preferred Stock shall be adjusted pursuant to this clause (ii) as of the time of actual payment of such dividends or distributions; and (y) no such adjustment shall be made if the holders of such series of Preferred Stock simultaneously receive a dividend or other distribution of shares of Class A Common Stock in a number equal to the number of shares of Class A Common Stock as they would have received if all outstanding shares of such series of Preferred Stock had been converted into Class A Common Stock on the date of such event.

(iii) Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the applicable Original Issue Date shall make or issue, or fix a record date for the determination of holders of Class A Common

Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Class A Common Stock in respect of outstanding shares of Class A Common Stock) or in other property and the provisions of Section IV.3(b) do not apply to such dividend or distribution, then and in each such event the holders of Preferred Stock shall receive, simultaneously with the distribution to the holders of Class A Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Preferred Stock had been converted into Class A Common Stock on the date of such event.

(iv) Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section IV.3(c)(iii), if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Class A Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by another clause of this Section IV.3(g)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Preferred Stock shall thereafter be convertible in lieu of the Class A Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Class A Common Stock of the Corporation issuable upon conversion of one share of such Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in Section IV.3(e) and Section IV.3(g) with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section IV.3(e) and Section IV.3(g) (including provisions with respect to changes in and other adjustments of the Conversion Price of each series of Preferred Stock) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Preferred Stock.

(v) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of a series of Preferred Stock pursuant to this Section IV.3(g), the Corporation at its expense shall, as promptly as reasonably practicable, compute such adjustment or readjustment in accordance with the terms hereof and provide notice to each holder of such series of Preferred Stock setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which such series of Preferred Stock is convertible). The Corporation shall, as promptly as reasonably practicable after the written request by a holder of Preferred Stock at any time (but no more than once per fiscal quarter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect for each series of Preferred Stock held by such holder, and (ii) the number of shares of Class A Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of each such series of Preferred Stock.

(vi) Notice of Record Date. In the event:

(A) the Corporation shall take a record of the holders of its Class A Common Stock (or other capital stock or securities at the time issuable upon conversion of the Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or series or any other securities, or to receive any other security; or

(B) of any capital reorganization of the Corporation, any reclassification of the Class A Common Stock of the Corporation, or any Deemed Liquidation Event; or

(C) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Class A Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Preferred Stock) shall be entitled to exchange their shares of Class A Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Preferred Stock and the Class A Common Stock.

(h) Special Series B Provisions.

(i) Reservation of Shares. The Corporation shall at all times when Series B Preferred Units of OpenAI Global, LLC ("**OAI Global**") are outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series B Preferred Units of OAI Global in accordance with the limited liability company agreement of OAI Global (as it may be amended, supplemented or otherwise modified in accordance with its terms, the "**OAI Global LLCA**"), such number of its duly authorized shares of Series B Preferred Stock (together with a number of shares of Class A Common Stock issuable upon conversion thereof) as shall from time to time be sufficient to effect the conversion of all outstanding Series B Preferred Units of OAI Global into Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Series B Preferred Stock (and corresponding shares of Class A Common Stock issuable upon conversion thereof) shall not be sufficient to effect the conversion of all then outstanding shares of the Series B Preferred Units of OAI Global, the Corporation shall take all necessary corporate action to increase its authorized but unissued shares of Series B Preferred Stock and/or Class A Common Stock to such number of shares as shall be sufficient for such purposes.

(ii) Voting Rights of Series B Preferred Unitholders. If any event occurs or is proposed to occur which constitutes any matter on which holders of Series B Preferred Stock are entitled to vote (including matters on which the holders of Series B Preferred Stock would be entitled to vote on if any of the Series B Preferred Units of OAI Global were converted into shares of Series B Preferred Stock in accordance with the OAI Global LLCA), then holders of Series B Preferred Units of OAI Global shall be entitled to vote thereon on an as-converted basis. For clarity, this provision shall also apply to any consent right under the protective provisions under Article IV, if applicable. The provisions of Section IV.2(b) (*Common Stock—Voting*) shall apply with respect to holders of the Series B Preferred Units of OAI Global who are entitled hereby to vote their Series B Preferred Units on an as-converted to Series B Preferred Stock basis in circumstances where the Series B Preferred Stock is entitled to vote on an as-converted to Common Stock basis, such that the voting rights of the holders of Series B Preferred Units (on an as-converted to Series B Preferred Stock basis, which in turn is voting on an as-converted to Common Stock basis) shall be dependent on the identity of the applicable holder of Series B Preferred Units of OAI Global as set forth in Section IV.2(b) (*Common Stock—Voting*). The voting rights set forth in this Section IV.3(h)(ii) are being granted in respect of an obligation of the Corporation set forth in the OAI Global LLCA, and are intended to comply with the provisions of DGCL Section 221.

(iii) Additional Series B Provisions. Shares of Series B Preferred Stock shall be subject to forfeiture and downward adjustment in the applicable liquidation preference, in each case, in accordance with the OAI Global LLCA.

Article V
BOARD OF DIRECTORS

Section V.1 Except as otherwise provided in the DGCL or this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon the Board of Directors by the DGCL, this Certificate of Incorporation or the Bylaws of the Corporation, the Board of Directors is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

Section V.2 Subject to any additional vote required by this Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation. The directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be provided in the manner specified in the Bylaws of the Corporation, one class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 2026 (or action by written consent in lieu thereof), another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 2027 (or action by written consent in lieu thereof), and another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 2028 (or action by written consent in lieu thereof), with each director to hold office until his or her successors of the class of directors whose term expires at that meeting (or action by written consent in lieu thereof) shall be elected to hold office for a term expiring at the annual

meeting of stockholders held in the third year following the year of election (or action by written consent in lieu thereof).

Section V.3 Members of the Board of Directors may be removed from office with or without cause by either (a) so long as there are any shares of Class N Common Stock issued and outstanding, the affirmative vote of the holder of the Class N Common Stock or (b) the affirmative vote of the holders of two-thirds (2/3) of the voting power of the shares of outstanding capital stock (excluding the Class N Common Stock), voting together as a single class (and on an as-converted basis); provided that, in the case of removal pursuant to clause (b), no more than one-third (1/3) of the total number of directors which the Corporation would have if there were no vacancies may be removed pursuant to this Section V.3 in any twelve (12)-month period. Any vacancies and newly created directorships resulting from any increase in the authorized number of directors shall be filled as determined by a majority vote of the holders of capital stock entitled to vote on director elections (which shall initially be controlled by the holder of the Class N Common Stock). If there cease to be any shares of Class N Common Stock issued and outstanding then any such vacancies and newly created directorship shall be filled in accordance with the Bylaws of the Corporation.

Section V.4 Each director shall be entitled to one vote on each matter presented to the Board of Directors. Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

Article VI
STOCKHOLDER MEETINGS; ACTION WITHOUT A MEETING

Section VI.1 Meetings of stockholders may be held within or outside of the State of Delaware, as the Bylaws of the Corporation may provide. The books and records of the Corporation may be kept (subject to any provision of applicable law) inside or outside the State of Delaware at such place or places or in such manner or manners as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

Section VI.2 (x) Any action required by the DGCL, this Certificate of Incorporation or the Bylaws of the Corporation to be taken at any annual or special meeting of the stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, in each case, solely to the extent such action has been approved or recommended in advance by the Board of Directors; and (y) any action for removal of a member of the Board of Directors in accordance with Section V.3 (Removal), in the case of each of clause (x) and (y), may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided that in the case of any action by written consent in order to remove a member of the Board of Directors in accordance with Section V.3 (Removal) (other than any such removal effected solely by the holder of the Class N Common Stock), the applicable stockholders must provide at least thirty (30) days' prior written notice to the Board of Directors of such proposed action. For the avoidance of doubt, no action may be taken by stockholders without a meeting except as expressly provided in this Section VI.2.

Article VII
AMENDMENTS

Subject to any additional vote required by this Certificate of Incorporation or the Bylaws of the Corporation, including the specific requirements set forth in this Certificate of Incorporation or the Bylaws of the Corporation that the holder of Class N Common Stock provide prior pre-approval of certain amendments, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation. Subject to any specific rights of the holder of the Class N Common Stock and without limiting such rights, the Bylaws of the Corporation shall not be repealed, altered, amended or rescinded by the stockholders of the Corporation except by the affirmative vote of the holders of a majority of the voting power of the shares of capital stock entitled to vote thereon, voting together as a single class.

Article VIII
EXCULPATION

A director or officer of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL, as it presently exists or may hereafter be amended from time to time. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended.

Article IX
INDEMNIFICATION

Section IX.1 Each person who was or is a party or is otherwise threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) (hereinafter a "**proceeding**"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was at any time during which this Certificate of Incorporation is in effect (whether or not such person continues to serve in such capacity at the time any indemnification or advancement of expenses pursuant hereto is sought or at the time any Proceeding relating thereto exists or is brought), a director or officer of the Corporation or, while serving as a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer of the Corporation, shall be indemnified and held harmless by the Corporation (and any successor of the Corporation by merger or otherwise) to the fullest extent authorized by the DGCL, as it presently exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, to the fullest extent permitted by law, only to the extent that such amendment or modification permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment or modification), against all expenses (including attorneys' fees), liability and

loss, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person in connection with such proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful. Such indemnification shall continue as to a person who has ceased to be a director or officer, or ceased serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation, and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 11.2, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. In the absence of conflict of interest, no failure to satisfy the balancing requirement described in Subchapter XV of the DGCL shall, for purposes of this Article XI, constitute an act or omission not in good faith, or a breach of the duty of loyalty.

Section IX.2 Mandatory Advancement of Expenses. To the fullest extent authorized by the DGCL as the same exists or may hereafter be amended or modified from time to time (but, in the case of any such amendment or modification, only to the extent that such amendment or modification permits the Corporation to provide greater rights to advancement of expenses than said law permitted the Corporation to provide prior to such amendment or modification), each Covered Person shall have (and shall be deemed to have a contractual right to have) the right, without the need for any action by the Board of Directors, to be paid by the Corporation (and any successor of the Corporation by merger or otherwise) the reasonable expenses (including attorneys' fees) incurred in connection with any Proceeding in advance of its final disposition, such advances to be paid by the Corporation within twenty (20) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided that, the Corporation may require that the payment of such expenses incurred by a Covered Person in his or her capacity as a director or officer (and not, except to the extent specifically required by applicable law, in any other capacity in which service was or is rendered by such person while a Covered Person, including service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter, the "**Undertaking**") by or on behalf of such Covered Person, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal (a "**final disposition**") that such director or officer is not entitled to be indemnified for such expenses under this Certificate of Incorporation or otherwise.

Section IX.3 If (i) a claim for indemnification under Section 11.1 is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation or (2) if a request for advancement of expenses under Section 11.2 is not paid in full by the Corporation within twenty (20) days after a statement and the required Undertaking, if any, have been received by the Corporation, the claimant may at any time thereafter bring suit against the

Corporation to recover the unpaid amount of the claim for indemnification or request for advancement of expenses and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required Undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, or that the claimant is not entitled to the requested advancement of expenses (except where the required Undertaking, if any, has not been tendered to the Corporation) but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Disinterested Directors, the Corporation's independent legal counsel or the Corporation's stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Disinterested Directors, the Corporation's independent legal counsel or the Corporation's stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct. "**Disinterested Director**" means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought by the claimant.

Section IX.4 This Article XI shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to, or to purchase and maintain insurance on behalf of, persons other than those persons described in the first sentence of Section 11.1 or to advance expenses to persons other than directors or officers of the Corporation.

Section IX.5 The right to indemnification and the payment of expenses (including attorneys' fees) incurred in defending a proceeding in advance of its final disposition conferred in this Article XI shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation or the Bylaws of the Corporation, agreement, vote of stockholders or Disinterested Directors or otherwise.

Section IX.6 The Corporation may purchase and maintain insurance (including insurance provide directly or indirectly (including pursuant to any fronting or reinsurance arrangement) by or through a captive insurance company organized and licensed in compliance with the laws of any jurisdiction; provided that the terms of such captive insurance comply with the DGCL), at its expense, to protect itself and any current or former director, officer, employee or agent of the Corporation or current or former director, officer, employee, trustee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section IX.7 Any amendment, repeal or modification of any provision contained in this Article XI shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors or officers) and shall not adversely affect any right or protection of any current or former director or officer of the Corporation existing at the time of such amendment, repeal or

modification with respect to any acts or omissions occurring prior to such amendment, repeal or modification.

Article X
EXCLUSIVE FORUM

Section X.1 Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for: (a) any derivative action or proceeding brought on behalf of the Corporation; (b) any action asserting a claim for or based on a breach of a fiduciary duty owed by any current or former director or officer or other employee of the Corporation to the Corporation or to the Corporation's stockholders, including a claim alleging the aiding and abetting of such a breach of fiduciary duty; (c) any action asserting a claim against the Corporation or any current or former director or officer or other employee of the Corporation arising pursuant to any provision of DGCL or this Certificate of Incorporation or the Bylaws of the Corporation; (d) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws of the Corporation; (e) any action asserting a claim related to or involving the Corporation that is governed by the internal affairs doctrine; or (f) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL, shall be the Court of Chancery of the State of Delaware (or, if such court does not have jurisdiction, the federal court for the District of Delaware).

Section X.2 In addition, unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

Article XI
CORPORATE OPPORTUNITY

No (i) non-employee director of the Corporation (a "**Non-Employee Director**") or (ii) holder of Preferred Stock or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an officer or employee of the Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are "**Covered Persons**"), shall have any duty to communicate or offer any interest or expectancy or opportunity to participate in business opportunities to the Corporation or any of its affiliates, and to the fullest extent permitted by law, none of the Covered Persons shall be liable to the Corporation or its stockholders, or any affiliate of the Corporation or such affiliate's stockholders or members, for breach of any fiduciary duty or otherwise (but subject to any contractual obligations or company policies by which any Covered Person may be bound from time to time), solely by reason of the fact that such Covered Person acquires, pursues or obtains such corporate opportunity for himself or herself, directs such corporate opportunity to another Person, or otherwise does not communicate information regarding such corporate opportunity to the Corporation or any of its affiliates, unless such corporate opportunity is offered to a Non-Employee Director solely in his or her capacity as a director or agent of the Corporation, and the Corporation (on behalf of itself and its affiliates and their respective stockholders and affiliates) to the fullest extent permitted by law hereby waives and renounces in accordance with Section 122(17) of the DGCL any claim that such corporate opportunity constituted a corporate opportunity that should have been presented to

the Corporation or any of its affiliates; provided that this Article XI shall not apply to any business opportunity offered to such Non-Employee Director solely in his or her capacity as a director or agent of the Corporation. Notwithstanding anything to the contrary contained elsewhere in this Certificate of Incorporation, in addition to any other vote required by law or this Certificate of Incorporation, the affirmative vote of the Requisite Holders will be required to amend or repeal, or to adopt any provisions inconsistent with this Article XI.

Article XII
MISCELLANEOUS

Section XII.1 If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law: (1) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any sentence of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby; and (2) to the fullest extent possible, the provisions of this Certificate of Incorporation (including each such portion of any sentence of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section XII.2 For the avoidance of doubt, distributions by the Corporation may be made without regard to "preferential dividends arrears amount" or any "preferential rights", as such terms may be used in Section 500 of the California Corporations Code.

Article XIII
INCORPORATOR

The name and mailing address of the incorporator is Sam Altman, c/o OpenAI Foundation, 1455 3rd Street, San Francisco, CA 94158.

[Signature Page Follows]

IN WITNESS WHEREOF, I, the undersigned, being the incorporator hereinbefore named, do hereby further certify that the facts hereinabove stated are truly set forth and, accordingly, I have hereunto set my hand this 28th day of October, 2025.

By: Signed by: Sam Altman 63F8FF09BEE94A9...

Sam Altman