exep atlantic

COMMON STOCK SUBSCRIPTION AGREEMENT

EXEP ATLANTIC INC.
(a Delaware corporation)

This Common Stock Subscription Agreement (this "**Agreement**") is entered into as of Sept 02 2026 2026 (the "**Effective Date**"), by and between:

(1) Exep Atlantic Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Company**"); and

(2) Penelope Ann Onians Herscher, an individual, with address at 10259 Ainsworth Drive, Cupertino, CA 95014, USA (the "**Subscriber**").

RECITALS

WHEREAS, the Company has authorized capital stock including Common Stock, par value USD 0.001 per share, as set forth in its Certificate of Incorporation;

WHEREAS, the Board of Directors of the Company has authorized the issuance of shares of Common Stock to the Subscriber on the terms set forth herein;

WHEREAS, the offer and sale of the Shares (as defined below) is being made in reliance on Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506(b) of Regulation D promulgated thereunder;

WHEREAS, the Subscriber desires to subscribe for and purchase, and the Company desires to issue and sell, shares of Common Stock as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Subscription and Issuance.

The Subscriber hereby subscribes for and agrees to purchase, and the Company hereby agrees to issue and sell to the Subscriber, 11,400 shares of Common Stock, par value USD 0.001 per share (the "**Shares**"), for a purchase price of USD 1.00 per share, for an aggregate purchase price of USD 11,400.00 (the "**Purchase Price**" or "**Capital Contribution**").

2. Payment of Purchase Price.

The Subscriber shall pay the Purchase Price to the Company in immediately available funds by wire transfer in accordance with the Wire Instructions set forth in Exhibit A, in any event no later than the date on which the Subscriber executes this Subscription Agreement.

3. Expense Contribution.

In addition to the Purchase Price, the Subscriber shall pay to the Company, by wire transfer in accordance with the Wire Instructions set forth in Exhibit A, simultaneously with payment of the

Purchase Price, a non-refundable expense contribution in the amount of USD 500.00 (the **"Expense Contribution"**), representing the Subscriber's pro rata share of the Company's formation, legal, and administrative expenses incurred in connection with the organization of the Company and the transactions contemplated hereby. The Expense Contribution is not part of the Purchase Price and does not entitle the Subscriber to any additional Shares.

4. Issuance; Uncertificated Shares.

Upon receipt of the Purchase Price, the Company shall record the issuance of the Shares to the Subscriber in the Company's stock ledger. The Shares shall be uncertificated (book-entry) and evidenced solely by entry in the stock ledger, unless the Board of Directors subsequently determines to issue stock certificates.

5. Representations and Warranties of the Subscriber.

The Subscriber represents and warrants to the Company:

(a) Authority. The Subscriber has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Investment Intent. The Subscriber is acquiring the Shares for investment for the Subscriber's own account and not with a view to any distribution thereof in violation of the Securities Act.

(c) Experience. The Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment.

(d) Expense Contribution. The Subscriber acknowledges and agrees that the Expense Contribution is a non-refundable payment toward the Company's formation and transaction expenses, is not consideration for the issuance of the Shares, and will not be returned to the Subscriber regardless of whether this Agreement or the transactions contemplated hereby are consummated.

(e) Accredited Investor. The Subscriber represents and warrants that it is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act and will provide such supporting information as the Company may reasonably request to verify such status.

(f) Bad Actor. To the extent that the Subscriber will beneficially own twenty percent (20%) or more of the Company's outstanding voting equity securities immediately following issuance of the Shares, the Subscriber represents and warrants that neither the Subscriber nor any person or entity that controls, is controlled by, or is under common control with the Subscriber, nor any director, executive officer, or other person named as a beneficial owner of the Subscriber in any filing made with the Securities and Exchange Commission, is subject to any of the "bad actor" disqualifying events described in Rule 506(d)(1)(i) through (viii) of Regulation D under the Securities Act (a **"Disqualifying Event"**). The Subscriber will notify the Company promptly in writing if any Disqualifying Event occurs with respect to the Subscriber or any such related person prior to the Closing.

6. Representations and Warranties of the Company.

The Company represents and warrants to the Subscriber:

(a) Organization. The Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware.

(b) Authorization. The issuance of the Shares has been duly authorized by all necessary corporate action.

(c) Valid Issuance. The Shares, when issued and paid for in accordance with this Agreement, will be validly issued, fully paid, and non-assessable.

7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

8. Entire Agreement; Counterparts.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Common Stock Subscription Agreement as of the Effective Date.

THE COMPANY:
Exep Atlantic Inc.

Name: Ferruccio Maria Sbarbaro
Title: Secretary and Treasurer
Date: 11/09/2026

THE SUBSCRIBER:
Penelope Ann Onians Herscher

Name: Penelope Ann Onians Herscher
Address: 10259 Ainsworth Drive, Cupertino, CA 95014, USA
Date: _____