

ARBITRATION AGREEMENT

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT APPLIES TO YOU AND OPENAI.

This Arbitration Agreement is a contract and covers important issues relating to your rights. It is your sole responsibility to read it and understand it. You are free to seek assistance from independent advisors of your choice outside the Company or to refrain from doing so if that is your choice.

Este Acuerdo de Arbitraje es un contrato y cubre aspectos importantes de tus derechos. Es tu absoluta responsabilidad leerlo y entenderlo. Tienes la libertad de buscar asistencia de asesores independientes de tu elección fuera de la Empresa o de abstenerse de buscar asistencia si esa es tu elección.

If you require a translated version of this document, please email employmentarbdemand@openai.com to request one. If you do not make such a request, it will be assumed that you understand the English version provided below.

Si necesita una versión traducida de este documento, envíe un correo electrónico a employmentarbdemand@openai.com para solicitarla. Si no realiza dicha solicitud, se asumirá que comprende la versión en inglés que se proporciona a continuación.

This Arbitration Agreement (“Agreement”) is between You (“You”, “Your”, or “I”) and OpenAI OpCo, LLC (“OpenAI” or the “Company”) (collectively, “the Parties”). You understand and expressly agree that by submitting Your application, You agree to the terms of this Agreement and agree to binding and final arbitration relating to all covered claims and disputes as set forth in this Agreement. This Agreement and the arbitration proceedings are governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”). For purposes of this Agreement, any reference to OpenAI or Company includes any OpenAI affiliated entities You have applied for employment with at any time. All covered claims will be decided by a single arbitrator through individual, final, and binding arbitration **and not by court or jury trial**.

Covered Claims. Unless specifically excluded in the Excluded Claims and Limitations on How this Agreement Applies Section below, this Agreement is intended to be as broad as legally permissible and applies to all claims and disputes, past, present, or future, arising out of or related to Your application and selection for employment, Your employment (if you are hired), and/or the termination of Your employment, that otherwise would be resolved in court or before a forum other than arbitration, including, without limitation, claims under any federal, state, or other governmental law, statute, regulation, ordinance, or common law, and to disputes arising out of or related to background checks, the employment selection process, breach of a contract or covenant, privacy, fraud, negligence, breach of fiduciary duty, the employment relationship or the termination of that relationship, trade secrets, torts, unfair competition, whistleblowing, compensation or any monies claimed to be owed, expense reimbursement, classification, minimum wage, overtime, breaks, meal and rest periods, wage statements, wage deductions, health and safety, retaliation, discrimination, or harassment, and all other federal, state, or local legal claims arising out of or relating to Your application and selection for employment, Your employment (if you are hired), and/or the termination of Your employment.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, scope, applicability, enforceability, or waiver of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable (“Delegation Provision”). But the Delegation Provision does not apply to any disputes about the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, and/or any claim that all or any part of the Class Action Waiver or California PAGA Individual Action Requirement is unenforceable, inapplicable, unconscionable, void, or voidable, which will be determined only by a court of competent jurisdiction and not by an arbitrator.

Excluded Claims and Limitations on How this Agreement Applies. These claims are not covered under this Agreement: (i) claims for workers’ compensation benefits, state disability insurance and unemployment insurance benefits; however, the Agreement applies to discrimination or retaliation claims based upon seeking such benefits; (ii) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974; (iii) claims that are not subject to predispute arbitration agreement as provided by the Sarbanes Oxley Act, 18 U.S.C. § 1514A; (iv) claims against a contractor that are not subject to an arbitration agreement as provided by the Department of Defense (“DoD”) Appropriations Act for Fiscal Year 2010, and its implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims; (v) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; and (vi) disputes that are not subject

to a pre-dispute arbitration agreement under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at Your election). If any claim(s) not covered under this Agreement are combined with claims that are covered under this Agreement, to the maximum extent permitted under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement.

Nothing in this Agreement prevents You from making a report to or filing a claim or charge with a governmental agency or entity, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission, or law enforcement agencies, and nothing in this Agreement prevents the investigation by a government agency or entity of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from exhausting administrative remedies by filing any charges or complaints required by any governmental agency (including without limitation the Equal Employment Opportunity Commission and/or similar state or local agency) before bringing a claim in arbitration. OpenAI prohibits retaliation against You for filing a claim with an administrative agency or for exercising rights under the National Labor Relations Act. This Agreement also does not prevent or prohibit You from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

Either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief ("Provisional Relief") in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief or where the relief is sought to secure performance of an agreement designed to prevent irreparable harm. The court to which the application is made is authorized to consider the merits of the arbitrable controversy for the limited purposes of evaluating the elements of probable success and possibility of irreparable injury to the extent required and applicable for the issuance of Provisional Relief under controlling law. All determinations of final relief, however, will be decided in arbitration, and pursuing Provisional Relief shall not waive rights under this Agreement.

Notice and Demand, Cooling Off Period, and Informal Settlement Conference. OpenAI and You agree that the party initiating the claim must make a written demand for arbitration of the claim to the other party by the expiration of the statute of limitations (deadline for filing) that the law requires for the claim. The demand for arbitration shall identify the claim(s) asserted, the facts upon which such claims are based, and the relief and/or remedy sought. Written demand for arbitration to OpenAI must be sent to the OpenAI Corporate Office at both 1455 3rd Street, San Francisco, CA 94158 and employmentarbdemand@openai.com. You will be given notice of any demand for arbitration by OpenAI at Your last home address in OpenAI's electronic system of records. The arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court.

The Parties mutually agree that after a party initiates the claim by making a written demand for arbitration to the other pursuant to the notice of the demand procedures detailed in the paragraph above there will be a thirty (30) day "Cooling Off Period," unless otherwise mutually agreed to in writing by both parties. During the Cooling Off Period, the Parties may attempt to resolve the claim. The Parties may also mutually agree to extend the Cooling Off Period. During the Cooling Off Period, either party may request an informal meeting to discuss a potential informal resolution of the dispute, without the need to proceed in arbitration ("Informal Settlement Conference"). If timely requested by either party, the Informal Settlement Conference is required and will take place at a mutually agreeable time by telephone or videoconference. The Parties may extend the time to request an Informal Settlement Conference beyond the thirty (30) day Cooling Off Period by mutual agreement and in writing. During the Informal Settlement Conference, You and an OpenAI representative must both personally participate; any counsel representing You or OpenAI also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both You and OpenAI agree in writing. The intent of the Cooling Off Period and Informal Settlement Conference is to allow You and OpenAI a meaningful opportunity to resolve disputes informally. At the end of the Cooling Off Period or if an Informal Settlement Conference is timely requested, thirty (30) days after completion of the Informal Settlement Conference, and unless the Parties have resolved the claim or mutually agreed in writing to extend the time period for the Informal Settlement Conference, the Parties will commence the arbitrator selection process pursuant to the Procedures Section below. If any aspect of the requirements in this Section has not been met, a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration. In addition, unless prohibited by law, an arbitrator and/or JAMS may not accept, administer, assess, or demand fees in connection with an arbitration that has been initiated without compliance with the Cooling Off Period and, if requested by either party, the Informal Settlement Conference. If the arbitration is already pending, it shall be administratively closed. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with the procedures in this Section.

Class Action Waiver. The Parties agree to bring any claim or dispute on an individual basis only. Accordingly, OpenAI AND I WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR ARBITRATED AS A CLASS AND/OR COLLECTIVE ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY CLASS AND/OR

COLLECTIVE ACTION (“Class Action Waiver”). Additionally, no arbitration proceeding under this Agreement may be consolidated or joined in any way with an arbitration proceeding involving claims by different employees. You and OpenAI also agree You are not entitled to notice of any class or collective action involving claims covered by this Agreement, including without limitation notice by any plaintiffs’ counsel, court, or arbitrator. Additionally, You may not opt-in or consent to join any class or collective action involving claims covered by this Agreement. The Class Action Waiver will be severable from this Agreement if there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. If such a determination is made, the class and/or collective action must be litigated in a civil court of competent jurisdiction—not in arbitration—but if any portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

California Private Attorneys General Act (“PAGA”) Individual Action Requirement. The Parties agree to arbitrate PAGA claims on an individual basis only. Any claim by You under PAGA to recover for unpaid wages, civil penalties, or other individual relief must be arbitrated under this Agreement. You and OpenAI also agree and stipulate that any non-individual PAGA claims shall be stayed in the trial court, pending a final determination and written decision by the arbitrator in arbitration with respect to Your alleged status as an “aggrieved employee,” and You and OpenAI agree that the arbitrator, and not the court, will make this determination. The preceding sentence applies even if You seek to assert only a representative claim without including an individual PAGA claim and/or if You disclaim the individual PAGA claim. The arbitrator is without authority to preside over any PAGA claim by You on behalf of any other person or joined by or consolidated with another person or entity’s PAGA claim. This PAGA Individual Action Requirement will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void, or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but any portion of the PAGA Individual Action Requirement that is enforceable shall be enforced in arbitration.

Procedures. You and OpenAI will mutually select the neutral arbitrator. If the Parties cannot mutually select an arbitrator through informal communications, the Parties will each submit a list of at least five (5) proposed arbitrators to the other side for consideration and will try to select the arbitrator from these lists. The arbitrator selected by the Parties must make disclosures to the Parties about any circumstance likely to give rise to justifiable doubt as to the arbitrator’s impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the Parties or their representatives, and such obligation will remain in effect throughout the arbitration. Any arbitrator selected through the process described in the first two sentences of this paragraph must be a licensed attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened or a retired federal or state judge (who served in the judiciary) from any jurisdiction.

If the Parties cannot mutually select an Arbitrator through the processes in the preceding paragraph, the arbitration will be administered by JAMS, and except as provided in this Agreement, will be under the then current JAMS Employment Arbitration Rules & Procedures (“JAMS Rules”). The JAMS Rules are available upon request through the Company via email to employmentarbdemand@openai.com), or via the internet at <https://www.jamsadr.com/adr-rules-procedures/>, or by using a service such as www.google.com to search for “JAMS Employment Arbitration Rules & Procedures”; provided however, that if there is a conflict between the JAMS Rules and this Agreement, this Agreement shall govern. If applicable, the Parties agree that the AAA Mass Arbitration Supplementary Rules (“Mass Rules”) will apply to any proceedings that qualify as a Mass Arbitration (even if the Mass Arbitration proceeds through JAMS); provided, however, if there is a conflict between the AAA Rules and/or Mass Rules and this Agreement, this Agreement shall govern. The Mass Rules are available upon request through the Company via email to employmentarbdemand@openai.com), via the internet at the AAA website (www.adr.org), or by using a service such as www.google.com to search for “AAA Mass Arbitration Supplementary Rules.” As above, unless the Parties jointly agree otherwise, the arbitrator selected through the process described in this paragraph, must be a licensed attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened or a retired federal or state judge (who served in the judiciary) from any jurisdiction. The JAMS Arbitrator will be selected as follows: JAMS will give each party a list of seven (7) arbitrators drawn from its panel of arbitrators. Each party will have ten (10) calendar days to strike all names on the list it deems unacceptable. If only one common name remains on the lists of all Parties, that individual will be designated as the Arbitrator. If more than one common name remains on the lists of all Parties, the Parties will strike names alternately from the list of common names, with the party to strike first to be determined by a coin toss, until only one remains. If no common name remains on the lists of all Parties, JAMS will furnish an additional list of seven (7) arbitrators from which the Parties will strike alternately, with the party to strike first to be determined by a coin toss, until only one name remains. That person will be designated as the Arbitrator. If for any reason, the individual selected cannot serve, JAMS will issue another list of seven (7) arbitrators and repeat the alternate striking selection process. If JAMS will not administer the arbitration or will not administer the arbitration consistent with this Agreement, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral arbitrator, who shall act under this Agreement with the same force and effect as if they had been specifically named herein.

Unless the Parties jointly agree otherwise, or as otherwise legally required, the arbitration will take place in San Francisco, California. OpenAI will pay all costs and expenses unique to arbitration, including, without limitation, the arbitrator’s fees, except for the filing fee

(if any) as required by the mutually selected arbitrator or by JAMS (if the Parties do not mutually select the arbitrator), but You will not be responsible for any portion of those fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. OpenAI will pay any remaining portion of the initial fee. Each party shall pay for its own costs and attorneys' fees, if any, but if any party prevails on a claim which affords the prevailing party attorneys' fees and costs, the arbitrator may award reasonable attorneys' fees and costs to the prevailing party as provided by law.

You and OpenAI are entitled to adequate civil discovery sufficient to explore the factual basis of the claims and defenses asserted. Accordingly, each party may take the deposition of three (3) individual fact witnesses and any expert witness designated by another party. Each party also may propound requests for production of documents and ten (10) interrogatory requests to the other party. And each party (or at a party's request, the arbitrator) may also subpoena witnesses and documents for discovery or the arbitration hearing, including testimony and documents relevant to the case from third Parties, in accordance with any applicable state or federal law. Additional discovery may be conducted by mutual stipulation, and the arbitrator will have exclusive authority to entertain requests for additional discovery, and to grant or deny such requests, based on the arbitrator's determination whether additional discovery is appropriate to allow adequate opportunity for the Parties to present evidence that the arbitrator determines is material and relevant to the dispute.

The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator shall apply the substantive law applicable to the claims asserted. Either party may file a dispositive motion, such as a motion to dismiss and/or a motion for summary judgment, and the arbitrator will apply the standards under the Federal Rules of Civil Procedure. The arbitrator shall set a briefing schedule for such motion(s) upon the request of either party. The arbitrator will render an award by written opinion and include the factual and legal basis for the decision. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. The Parties agree that any arbitration award shall have no preclusive effect as to issues or claims in any other dispute or arbitration proceeding between any other employee and OpenAI.

Entire Agreement and Construction of Agreement. This is the complete agreement of the Parties about arbitration of disputes covered by this Agreement. Unless this Agreement is not entered into, or is deemed void, unenforceable, invalid, or inapplicable, this Agreement replaces and supersedes any previous agreements to arbitrate addressing the claims and disputes covered in this Agreement. No contractual disclaimers OpenAI has in any handbooks, other agreements, or policies preclude the enforceability of this Agreement. Reference to entities included within the definition of the "Company" or "OpenAI" in this Agreement is not intended to create or imply a joint or co-employment relationship between any entity. If the FAA does not apply to a particular dispute or to one or both Parties, the Parties stipulate and agree that the Delaware Uniform Arbitration Act ("DUAA") will apply. If neither the FAA nor DUAA apply, the arbitration law of the jurisdiction where the arbitration will take place will apply. Absent some later amendment agreed to in writing by the Parties that expressly states an intent to restrict the Delegation Provision herein as to future agreements between the Parties, the Delegation Provision above shall also apply to any future agreements between the Parties, including questions concerning whether a dispute should be routed to arbitration. To the maximum extent enforceable by law, this Agreement applies to any covered claims that OpenAI may have against You or that You may have against OpenAI and/or its Related Parties (defined below), and/or its Related Parties have against You. OpenAI's past, present, and future: (i) officers, directors, shareholders, employees, members, agents; (ii) parents, subsidiaries, or affiliates; (iii) benefit plans, the plans' sponsors, fiduciaries, administrators, affiliates, or agents; and (iv) successors (collectively, the "Related Parties") are intended beneficiaries of this Agreement and may enforce this Agreement as an intended and/or third-party beneficiary. This Agreement will be enforceable as to any claims arising out of or related to your application and selection for employment and throughout Your employment (if you are hired), and thereafter with respect to these claims, and/or termination of Your employment with OpenAI. Unless this Agreement is not entered into, or unless, this Agreement is deemed void, unenforceable, or inapplicable, this Agreement supersedes any prior or contemporaneous oral or written understandings on the subject. Except as provided in the Class Action Waiver and California PAGA Individual Action Requirement Sections above (which include their own severability provisions), if any provision of this Agreement is deemed to be invalid, unenforceable, unconscionable, void, or voidable, in whole or in part, such provision shall be severed from this Agreement. All remaining provisions shall remain in full force and effect.

AGREED BY YOU AND OPENAI

I HAVE CAREFULLY READ AND UNDERSTAND THIS ARBITRATION AGREEMENT AND AGREE TO ITS TERMS. OPENAI AND I ARE GIVING UP OUR RIGHTS TO A COURT OR JURY TRIAL AND AGREEING TO ARBITRATE CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. BY SUBMITTING MY APPLICATION AND/OR CHECKING THE CHECK BOX ON THE APPLICATION SCREEN

(“E-SIGNATURE”) ON A SEPARATE SCREEN (SO MY NAME, SIGNATURE, AND DATE WILL NOT APPEAR ON THIS ARBITRATION AGREEMENT, BUT THIS ARBITRATION AGREEMENT IS STILL VALID AND EFFECTIVE), I AM AGREEING TO THIS ARBITRATION AGREEMENT AND AGREE TO ARBITRATE CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. ADDITIONALLY, I AUTHORIZE THE USE OF AN E-SIGNATURE TO SHOW MY ACCEPTANCE AND AGREEMENT TO THIS ARBITRATION AGREEMENT AND UNDERSTAND AND ACKNOWLEDGE THAT AN E-SIGNATURE IS AS VALID AND HAS THE SAME LEGAL EFFECT AS AN INK SIGNATURE. THIS ARBITRATION AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By issuance of this Arbitration Agreement, OpenAI agrees to be bound by this Agreement without any requirement to sign this Arbitration Agreement.

AGREED: OpenAI