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**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**  
(Rule 13d-101)

UNDER THE SECURITIES EXCHANGE ACT OF 1934

**Bitdeer Technologies Group**

(Name of Issuer)

**Class A ordinary shares, par value \$0.0000001 per share**  
(Title of Class of Securities)

**G11448100**  
(CUSIP Number)

**April 13, 2023**  
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Victory Courage Limited	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> British Virgin Islands	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 48,399,922 class V ordinary shares <sup>(1)</sup>
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 48,399,922 class V ordinary shares <sup>(1)</sup>
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 48,399,922 class V ordinary shares <sup>(1)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 41.0% of ordinary shares <sup>(2)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

(1) Represents 48,399,922 class V ordinary shares, par value US\$0.0000001 per share, directly held by Victory Courage Limited (“Victory Courage”). Victory Courage is a British Virgin Islands company wholly owned by Cosmic Gains Global Limited, a company incorporated in the British Virgin Islands wholly owned and managed by VISTRA Trust (Hong Kong) Limited as trustee (the “Trustee”) of an irrevocable trust (the “Trust”), with Mr. Jihan Wu as the settlor and Mr. Wu and his family members as the beneficiaries. Under the terms of the Trust, Mr. Wu has the power to direct the Trustee with respect to the retention or disposal of, and the exercise of any voting and other rights attached to the shares held by Victory Courage in the Issuer.

(2) Calculation is based on a total of 111,288,605 ordinary shares of the Issuer outstanding as of April 13, 2023, including 62,888,683 class A ordinary shares and 48,399,922 class V ordinary shares.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Jihan Wu	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Singapore	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 48,399,922 class V ordinary shares <sup>(3)</sup>
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 48,399,922 class V ordinary shares <sup>(3)</sup>
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 48,399,922 class V ordinary shares <sup>(3)</sup>	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 41.0% of ordinary shares <sup>(4)</sup>	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

(3) Represents 48,399,922 class V ordinary shares, par value US\$0.0000001 per share, directly held by Victory Courage Limited (“Victory Courage”). Victory Courage is a British Virgin Islands company wholly owned by Cosmic Gains Global Limited, a company incorporated in the British Virgin Islands wholly owned and managed by VISTRA Trust (Hong Kong) Limited as trustee (the “Trustee”) of an irrevocable trust (the “Trust”), with Mr. Jihan Wu as the settlor and Mr. Wu and his family members as the beneficiaries. Under the terms of the Trust, Mr. Wu has the power to direct the Trustee with respect to the retention or disposal of, and the exercise of any voting and other rights attached to the shares held by Victory Courage in the Issuer.

(4) Calculation is based on a total of 111,288,605 ordinary shares of the Issuer outstanding as of April 13, 2023, including 62,888,683 class A ordinary shares and 48,399,922 class V ordinary shares.

**Item 1. Security and Issuer.**

This statement on Schedule 13D relates to the class A ordinary shares, par value US\$0.0000001 per share of Bitdeer Technologies Group, an exempted company incorporated in the Cayman Islands (the “Issuer”). The address of the principal executive offices of the Issuer is 08 Kallang Avenue, Aperia tower 1, #09-03/04, Singapore 339509. The class A ordinary shares are listed on the Nasdaq Capital Market under the ticker symbol “BTDR”.

**Item 2. Identity and Background.**

(a)(b)(c)(f) This statement is being filed by Victory Courage Limited, a company incorporated in the British Virgin Islands (“Victory Courage”), and Jihan Wu, a Singapore citizen (collectively, the “Reporting Persons”). Mr. Wu is the Chairman and Director of the Issuer. The principal business address of the Reporting Persons is 08 Kallang Avenue, Aperia tower 1, #09-03/04, Singapore 339509.

(d)(e) In the last five years, the Reporting Persons have not been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) nor have they been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 3. Source and Amount of Funds or Other Consideration.**

On April 13, 2023 (the “Closing Date”), the Issuer consummated the previously announced business combination (the “Business Combination”) pursuant to the Amended and Restate Agreement and Plan of Merger, dated December 15, 2021, by and among the Issuer, Bitdeer Technologies Holding Company, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“Bitdeer”), Blue Safari Group Acquisition Corp., a BVI business company, and other parties thereto, as amended on May 30, 2022, December 2, 2022 and March 7, 2023 (the “Merger Agreement”).

In connection with the Business Combination, each share of Bitdeer beneficially owned by Mr. Wu, through Victory Courage, issued and outstanding immediately prior to the Acquisition Merger Effective Time (as defined in the Merger Agreement) was automatically cancelled and ceased to exist in exchange for the right to receive, without interest, such number of class V ordinary shares of the Issuer that is equal to Exchange Ratio, which is approximately 0.00858, and for no additional consideration. As a result, Mr. Wu, through Victory Courage, received an aggregate of 48,399,922 class V ordinary shares of the Issuer in connection with the Business Combination.

The above summary is qualified by reference to the Issuer’s shell company report on Form 20-F (as filed with the U.S. Securities and Exchange Commission (the “SEC”) on April 19, 2023 (File No. 001-41687) and the full text of the Merger Agreement, copies of which are filed as Exhibits 2.1 to 2.4 to the Issuer’s registration statement on Form F-4 (as amended, initially filed with the SEC on March 8, 2023 (File No. 333-270345) (the “Form F-4”). The Merger Agreement is incorporated herein by reference.

**Item 4. Purpose of Transaction.**

To the extent required by Item 4, the information contained in Item 3 above and Item 6 below is incorporated herein by reference. Other than as described in this Item 4, the Reporting Persons do not have current plans or proposals that relate to or that would result in any of the transactions or other matters specified in clauses (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons, however, reserve the right to develop such plans or proposals.

**Item 5. Interest in Securities of the Issuer.**

(a) (b) See below.

<b>Reporting Person</b>	<b>Amount of shares beneficially owned:</b>	<b>Percent of class V ordinary shares<sup>(1)</sup>:</b>	<b>Percent of ordinary shares<sup>(1)</sup>:</b>	<b>Percent of aggregate voting power:</b>	<b>Sole power to vote or direct the vote:</b>	<b>Shared power to vote or to direct the vote:</b>	<b>Sole power to dispose or to direct the disposition of:</b>	<b>Shared power to dispose or to direct the disposition of:</b>
Victory Courage Limited	48,399,922	100.0%	41.0%	87.4%	48,399,922	0	48,399,922	0
Jihan Wu	48,399,922	100.0%	41.0%	87.4%	48,399,922	0	48,399,922	0

(1) The percentage of class of securities beneficially owned by each Reporting Person is based on a total of 111,288,605 ordinary shares of the Issuer outstanding as of April 13, 2023, including 62,888,683 class A ordinary shares and 48,399,922 class V ordinary shares.

(c) Other than as discussed in this Schedule 13D, including with respect to ordinary shares underlying options, during the past 60 days prior to the date of this statement, the Reporting Persons have not acquired any ordinary shares of the Issuer.

(d) Not applicable.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

To the extent required by Item 6, the information contained in Items 3, 4 and 5 above is incorporated herein by reference.

**Lock-up Agreement**

Concurrently with the consummation of the Business Combination, the Issuer, Mr. Jihan Wu and Victory Courage entered into a lock-up agreement (the “Lock-up Agreement”), pursuant to which Mr. Wu agreed to, among other things, lock up all class V ordinary shares of the Issuer held by him through Victory Courage (the “Lock-up Shares”) for a period commencing on the Closing Date and ending on the date that is 180 days thereafter. If the closing price of the class A ordinary shares of the Issuer after Closing Date equals or exceeds US\$15.00 per share (as adjusted for share splits, share capitalization, subdivisions, reorganization, recapitalization and other similar arrangements) for any 20 trading days within any 30-trading day period, 5% of the Lock-up Shares shall be released from the lock-up restrictions. Furthermore, pursuant to a lock-up waiver executed by the Issuer, 4% of the Lock-up Shares have been released from the lock-up restrictions, which were counted towards the 5% Lock-up Shares that could be released prior to the expiration of the lock-up period in accordance with the Lock-up Agreement.

The foregoing descriptions of the Lock-up Agreement and the lock-up waiver do not purport to be complete and are qualified by their entirety by reference to the Lock-up Agreement and lock-up waiver, copies of which are filed as Exhibit 99.6 to this statement on Schedule 13D and are incorporated herein by reference.

**Item 7. Materials to be Filed as Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>99.1*</u></a>	Joint Filing Agreement
<a href="#"><u>99.2</u></a>	Amended and Restated Agreement and Plan of Merger, dated December 15, 2021 (incorporated by reference to Exhibit 2.1 to the registration statement on Form F-4 (File No. 333-270345), filed with the SEC on March 23, 2023)
<a href="#"><u>99.3</u></a>	First Amendment to Amended and Restated Agreement and Plan of Merger, dated May 30, 2022 (incorporated by reference to Exhibit 2.2 to the registration statement on Form F-4 (File No. 333-270345), filed with the SEC on March 23, 2023)
<a href="#"><u>99.4</u></a>	Second Amendment to Amended and Restated Agreement and Plan of Merger, dated December 2, 2022 (incorporated by reference to Exhibit 2.3 to the registration statement on Form F-4 (File No. 333-270345), filed with the SEC on March 23, 2023)
<a href="#"><u>99.5</u></a>	Third Amendment to Amended and Restated Agreement and Plan of Merger, dated March 7, 2023 (incorporated by reference to Exhibit 2.4 to the registration statement on Form F-4 (File No. 333-270345), filed with the SEC on March 23, 2023)
<a href="#"><u>99.6*</u></a>	Lock-up Agreement by and between the Reporting Persons and the Issuer
<a href="#"><u>99.7*</u></a>	Lock-up Waiver by the Issuer

\* Filed herewith

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: May 31, 2023

**Victory Courage Limited**

By: /s/ Jihan Wu

Name: Jihan Wu

Title: Director

**Jihan Wu**

/s/ Jihan Wu

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JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13G referred to below) on behalf of each of them of a statement on Schedule 13G (including amendments thereto) with respect to the class A ordinary shares, par value \$0.0000001 per share, of Bitdeer Technologies Group, a Cayman Islands exempted company, and that this Agreement may be included as an exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of May 31, 2023.

**Victory Courage Limited**

By:  /s/ Jihan Wu  
Name: Jihan Wu  
Title: Director

**Jihan Wu**

/s/ Jihan Wu

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## LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this "Agreement") is dated as of April 13, 2023, by and among the undersigned (the "Holder") and Bitdeer Technologies Group, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("PubCo"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the A&R Merger Agreement (as defined below).

### BACKGROUND

A. Blue Safari Group Acquisition Corp., a British Virgin Islands business company ("SPAC"), Blue Safari Mini Corp., an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of SPAC (the "SPAC Sub"), Bitdeer Technologies Holding Company, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"), PubCo and certain other parties entered into an Amended and Restated Agreement and Plan of Merger dated as of December 15, 2021 (the "A&R Merger Agreement").

B. Pursuant to the A&R Merger Agreement, the Company will become a wholly owned subsidiary of PubCo.

C. The Holder is the record and/or beneficial owner of shares of the Company, which will be exchanged for PubCo Class A Ordinary Shares or PubCo Class V Ordinary Shares pursuant to the A&R Merger Agreement.

D. As a condition of, and as a material inducement for SPAC, PubCo and the Company to enter into and consummate the transactions contemplated by the A&R Merger Agreement, the Holder has agreed to execute and deliver this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

### AGREEMENT

1. Lock-Up.

(a) During the Lock-up Period (as defined below), the Holder irrevocably agrees that it, he or she will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any of the Lock-up Shares (as defined below), enter into a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of such Lock-up Shares, whether any of these transactions are to be settled by delivery of any such Lock-up Shares, in cash or otherwise, publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, or engage in any Short Sales (as defined below) with respect to any security of PubCo.

(b) In furtherance of the foregoing, PubCo will (i) place an irrevocable stop order on all Lock-up Shares, including those which may be covered by a registration statement, and (ii) notify PubCo's transfer agent in writing of the stop order and the restrictions on such Lock-up Shares under this Agreement and direct PubCo's transfer agent not to process any attempts by the Holder to resell or transfer any Lock-up Shares, except in compliance with this Agreement.

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(c) For purposes hereof, “Short Sales” include, without limitation, all “short sales” as defined in Rule 200 promulgated under Regulation SHO under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, swaps and similar arrangements (including on a total return basis), and sales and other transactions through non-US broker dealers or foreign regulated brokers.

(d) For purpose of this Agreement, the “Lock-up Period” means the period commencing on the Closing Date and ending on the date that is 180 days thereafter.

The restrictions set forth herein shall not apply to: (1) in the case of a corporation, limited liability company, partnership, trust or other entity, transfers or distributions to the Holder’s current general or limited partners, managers or members, stockholders, other equityholders or direct or indirect affiliates (within the meaning of Rule 405 under the Securities Act of 1933, as amended); (2) transfers by bona fide gift to a charity or to member of the Holder’s immediate family (for purposes of this Agreement, “immediate family” shall mean with respect to any natural person, any of the following: the spouse, the siblings, and the direct descendants and ascendants (including adopted and step children and parents), in each case, of such person) or to a trust, the beneficiary of which is the Holder or a member of the Holder’s immediate family; (3) by virtue of the laws of descent and distribution upon death of the Holder; or (4) pursuant to a qualified domestic relations order, provided that in each case (i) such transferee, distributee or devisee shall agree to be bound in writing by the terms of this Agreement prior to such transfer or disposition; (ii) such transfer or disposition shall not involve a disposition for value; (iii) any required public report or filing (including filings under the Exchange Act) shall disclose the nature of such transfer or disposition and that the Lock-Up Shares remain subject to the lock-up restrictions herein; and (iv) there shall be no voluntary public disclosure or other announcement of such transfer or disposition.

2. Early Release. If the closing price of the PubCo Ordinary Shares on the Nasdaq Capital Market after Closing Date equals or exceeds \$15.00 per share (as adjusted for share splits, share capitalization, subdivisions, reorganization, recapitalization and other similar arrangements) for any 20 trading days within any 30-trading day period, 5% of the Lock-up Shares shall be released from this Agreement and no longer be subject to the restrictions set forth herein.

3. Representations and Warranties. Each of the parties hereto, by their respective execution and delivery of this Agreement, hereby represents and warrants to the other party to this Agreement that (a) such party has the full right, capacity and authority to enter into, deliver and perform its respective obligations under this Agreement, (b) this Agreement has been duly executed and delivered by such party and is the binding and enforceable obligation of such party, enforceable against such party in accordance with the terms of this Agreement, and (c) the execution, delivery and performance of such party’s obligations under this Agreement will not conflict with or breach the terms of any other agreement, contract, commitment or understanding to which such party is a party or to which the assets or securities of such party are bound.

4. Beneficial Ownership. The Holder hereby represents and warrants that, immediately prior to the Closing Date, it does not beneficially own, directly or through its nominees (as determined in accordance with Section 13(d) of the Exchange Act, and the rules and regulations promulgated thereunder), any shares of capital stock of PubCo or the Company, or any economic interest in or derivative of such stock, other than those shares of the Company specified on the signature page hereto. For purposes of this Agreement, “Lock-up Shares” means any ordinary shares of PubCo, any ordinary shares received or issuable upon settlement of restricted share units or the exercise of options to purchase any ordinary shares of PubCo, or any securities convertible into or exercisable or exchangeable for any ordinary shares of PubCo, in each case, directly or indirectly held by, or beneficially owned by, the Holder immediately after the Closing Date.

5. No Additional Fees/Payment. Other than the consideration specifically referenced herein, the parties hereto agree that no fee, payment or additional consideration in any form has been or will be paid to the Holder in connection with this Agreement.

6. Effectiveness. This Agreement shall be effective and binding upon Holder upon Holder's execution and delivery of this Agreement. Notwithstanding anything to the contrary contained herein, in the event that the A&R Merger Agreement is terminated, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate and be of no further force or effect.

7. Entire Agreement; Amendment. This Agreement, the A&R Merger Agreement, the Additional Agreements and the other agreements contemplated hereby and thereby, constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. Any provisions of this Agreement may not be amended, not may any right hereof be waived, except by an instrument in writing which refers to this Agreement and is signed by each of the parties hereto in the case of an amendment or modification or the party granting the waiver in the case of a waive.

8. Notices. Any notices required or permitted to be sent hereunder shall be sent in writing, addressed as specified below, and shall be deemed given: (a) if by hand or recognized courier service, by 5:00PM on a business day, addressee's day and time, on the date of delivery, and otherwise on the first business day after such delivery; (b) if email, on the date that transmission is confirmed electronically, if by 5:00PM on a business day, addressee's day and time, and otherwise on the first business day after the date of such confirmation; or (c) five days (seven days for overseas mailing) after mailing by certified or registered mail, return receipt requested. Notices shall be addressed to the respective parties as follows (excluding telephone numbers, which are for convenience only), or to such other address as a party shall specify to the others in accordance with these notice provisions:

(a) If to PubCo:

Prior to the Closing Date, to:

Travers Thorp Alberga, Attorneys at Law  
Harbour Place, 2nd Floor  
PO Box 472  
103 South Church Street  
Grand Cayman, KY1-1106, Cayman Islands  
Email: rthorp@traversthorpalberga.com  
Attention: Richard Thorp

with a copy (which shall not constitute notice) to:

Cooley LLP  
55 Hudson Yards  
New York, New York 10001  
Attn: Will H. Cai  
Email: wcai@cooley.com

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10017  
Attn: Howard Zhang  
Email: howard.zhang@davispolk.com

After the Closing Date, to:

Bitdeer Technologies Holding Company  
08 Kallang Avenue  
Aperia tower 1, #09-03/04  
Singapore 339509  
Attn: Linghui Kong  
Email: linghui.kong@bitdeer.com

with a copy to (which shall not constitute notice):

Cooley LLP  
55 Hudson Yards  
New York, New York 10001  
Attn: Will H. Cai  
Email: wcai@cooley.com

(b) If to the Holder, to the address set forth on the Holder's signature page hereto, or to such other address as any party may have furnished to the others in writing in accordance herewith.

9. Headings. The headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

10. Counterparts. This Agreement may be executed and delivered (including by e-mail of PDF or scanned versions or facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

11. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

13. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

14. No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

15. Jurisdiction. Any Action based upon, arising out of or related to this Agreement may be brought in federal and state courts located in the City of New York, Borough of Manhattan, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 15.

16. Waive of Jury Trial.

(i) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN OR AMONG ANY OF THE PARTIES TO THIS AGREEMENT OF ANY KIND OR NATURE.

(b) Each of the parties to this Agreement acknowledge that each has been represented in connection with the signing of this waiver by independent legal counsel selected by the respective party and that such party has discussed the legal consequences and import of this waiver with legal counsel. Each of the parties to this Agreement further acknowledge that each has read and understands the meaning of this waiver and grants this waiver knowingly, voluntarily, without duress and only after consideration of the consequences of this waiver with legal counsel.

18. Governing Law. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

19. Controlling Agreement. To the extent the terms of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) directly conflicts with a provision in the A&R Merger Agreement, the terms of this Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**Bitdeer Technologies Group**

By: /s/ Jihan Wu

Name: Jihan Wu

Title: Director

*Signature Page to Lock-up Agreement*

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**HOLDER**

**Victory Courage Limited**

By: /s/ Jihan Wu

Name: Jihan Wu

Title: Director

**Jihan Wu**

By: /s/ Jihan Wu

Name: Jihan Wu

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road  
Town, Tortola, VG1110, Virgin Islands (British)

Attn: Jihan Wu

Email: jihan.wu@bitdeer.com

**NUMBER AND TYPE OF SHARES OF THE COMPANY HELD BY  
THE HOLDER IMMEDIATELY PRIOR TO THE CLOSING:**

5,631,795,619 Class B Ordinary Shares

7,141,236 Series A Preferred Shares

*Signature Page to Lock-up Agreement*

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**LOCK-UP WAIVER**

Reference is made to that certain Lock-up Agreement (the “Lock-up Agreement”) dated as of April 13, 2023, by and between Victory Courage Limited (the “Holder”) and Bitdeer Technologies Group, an exempted company with limited liability incorporated under the laws of the Cayman Islands (“PubCo”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Lock-up Agreement.

Pursuant to Section 7 of the Lock-up Agreement, PubCo hereby releases 1,935,998 Lock- up Shares (the “Released Shares”) from the Lock-up Agreement, which represents 4% of the total Lock-up Shares, rounded up to the nearest whole share, and shall be counted towards the 5% Lock-up Shares under Section 2 of the Lock-up Agreement (*Early Release*).

*[Signature page follows]*



IN WITNESS WHEREOF, the parties below have caused this waiver to be duly executed as of the day and year first set forth above.

**Bitdeer Technologies Group**

/s/ Jihan Wu

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Name: WU Jihan

Title: Director

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