

WAITLIST AGREEMENT

to lease or rent Apis Cor's Equipment

1. **You/Your.** "You" or "Your" refers to a business entity registered in the United States. Only business entities registered in the United States are eligible to reserve a spot on the Waitlist, and you acknowledge and understand that Company may have additional qualification criteria for business entities desiring to Lease its Equipment.
2. **Equipment.** Apis Cor, Inc.'s ("Company's") construction 3D printing equipment consisting of 3D printer "Frank" and mixing & pump unit "Gary" (collectively, "Equipment"). The Equipment comes in one configuration (i.e. no different sizes or functions).
3. **Lease Only.** You acknowledge and understand that the Equipment will be available for lease or rent only, subject to the terms of Company's Lease, to be signed by you and the Company when the Equipment is available for lease or rent. Company retains ownership of the Equipment, and you are not permitted to purchase or resell the Equipment. If you do not accept the terms of the Lease, you may cancel your order and Waitlist Fee will not be refundable.
4. **Non-Binding Waitlist.** This reservation of your spot on the Waitlist merely reserves your "place in line" for the quantity of Equipment you request to reserve. Company's non-binding estimate is that Equipment production will commence in 2024 or later. **This is not the order for the Equipment.** As the production of the Equipment approaches, if you meet Company's eligibility criteria, you will be notified to finalize your order and execute an Equipment Lease.
5. **Waitlist Fee.** Two hundred dollars (\$200.00) per one set of Frank and Gary. Waitlist Fee is non-refundable unless Waitlist Agreement is cancelled by the Company. Company has the right to cancel this Waitlist Agreement at any time. Any refund of the Waitlist Fee will be paid within sixty (60) days of the cancellation of this Waitlist Agreement.
6. **Territory.** Equipment will be available for use only in the "lower 48" states of the United States of America (excluding Alaska and Hawaii), plus Washington D.C. (the "Restricted Territory"). You will be prohibited from exporting the Equipment outside the Restricted Territory.
7. **Use of Equipment.** The Equipment works exclusively with 3D print materials supplied by Company. You will not be permitted to use unauthorized materials with the Equipment. Company's remedies, detailed further in the Lease, shall include, among other things, repossession of the Equipment if you use unauthorized materials with the Equipment.
8. **Estimate of Rent.** Company's non-binding estimate of the Equipment Rent is Nine Thousand Dollars (\$9,000.00) per month. Final pricing (including delivery costs, pricing for

commissioning, installation, training to operate the Equipment, warranty and technical support) will be outlined and offered in the Lease.

9. **Limitations on Liability.** You acknowledge and understand that Company may not have completed the development of Equipment or begun manufacturing the Equipment at the time you enter this Waitlist Agreement, and Company does not guarantee when the Equipment will actually be manufactured and delivered. Your actual delivery date is dependent on many factors, including, among other things, the time you placed the reservation, availability of materials, shipping and transportation times, etc. Company has the right at any time before execution of the Lease to cancel your reservation of a spot on the Waitlist and refund your Waitlist Fee within sixty (60) days of cancellation. Company has no liability to you for any losses or damages as a result of delayed production or cancellation of your reservation of a spot on the Waitlist by either party, and under no circumstances shall Company be liable to you beyond the amount of your Waitlist Fee, which shall be your sole and exclusive remedy.
10. **Governing Law.** This Waitlist Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.
11. **Disputes.** Any controversy, claim or dispute arising out of or relating to this Waitlist Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, or agents, shall be litigated solely in the state or federal court serving Brevard County, Florida. Each party (i) submits to the jurisdiction of such court, (ii) waives the defense of an inconvenient forum. **EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS WAITLIST AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.**
12. **Attorney's Fees.** In the event of any dispute arising under this Waitlist Agreement, whether or not a lawsuit or other proceeding is filed, and at all levels of pre-litigation litigation, trial, appeal, enforcement, bankruptcy, and any petition, investigation, or proceeding by or involving any government agency, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorney's fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, court costs, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
13. **Assignment.** You may not transfer or assign this Waitlist Agreement to another party.

14. **Counterparts; Electronic Signatures.** This Waitlist Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.rightsignature.com, www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.