

WAITLIST AGREEMENT

For House Design and Access to Equipment

1. **You/Your.** “You” or “Your” refers to the undersigned person or entity. You acknowledge and understand that Company may have additional qualification criteria for business entities desiring to reserve access to its Equipment.
2. **Equipment.** Apis Cor, Inc.’s (“Company’s”) 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. **Non-Binding WAITLIST.** This reservation of your spot on the Waitlist merely reserves Your “place in line,” for (a) access to Equipment that a general contractor will lease or rent from Company and use for construction of a dwelling unit in the Territory, defined as the lower 48 United States plus Washington D.C. (the “House”), and (b) Company’s design of a House that will eventually be constructed by the general contractor. You acknowledge that Company’s development and production of the Equipment and House design are still pending, and Company’s non-binding estimate is that construction of Houses may start in 2024 or later. **This is not an order for Equipment or a House.** As the production of the Equipment approaches, if You or your general contractor meet Company’s eligibility criteria, You and/or they will be notified of the final House price and construction terms. You may reject the final offer and Waitlist fee will not be refundable. Company also has the right to cancel this Waitlist Agreement any time before a construction agreement with a general contractor is executed, upon which you will receive a full refund of your Waitlist Fee.
4. **Waitlist Fee.** One hundred eighty dollars (\$180.00) per House design. Waitlist Fee is non-refundable unless Waitlist Agreement is cancelled by the Company. Any refund of the Waitlist Fee will be paid within sixty (60) days of the cancellation of this Waitlist Agreement.
5. **Standard House Design.** Company will provide You with one or more standard House design options established by Company. House designs may be customized.
6. **General Contractor.** You understand that You will have to retain a general contractor for the construction of the House. Due to the proprietary nature of the Equipment, and stringent requirements for how the Equipment is used, Company shall have the absolute right to select the general contractor who will use the Equipment to construct the House, and the general contractor must execute Company’s Equipment Lease. You will be responsible for paying all fees and costs charged by the general contractor. The general contractor may be an affiliate or related entity to Company.
7. **Representations; Warranties; Acknowledgments.** You represent and warrant each of the following:

- a. You are, and will continue to be throughout the duration of this Waitlist Agreement, the owner (or lessee with authorization to enter into this Waitlist Agreement) of real property in the Territory which is suitable and properly zoned for the eventual construction of a 3D printed dwelling unit (“Property”).
 - b. You are authorized to enter into this Waitlist Agreement and carry out Your obligations herein.
 - c. If You are a business entity, you are duly established with the applicable department of corporations in a state within the United States, and authorized to do business in the state in which the Property is located.
8. **Limitations on Liability.** You acknowledge and understand that Company may not have completed the House design, or the development and manufacturing of the Equipment necessary to construct the House, at the time you enter this Waitlist Agreement, and Company does not guarantee when the House will be designed or when the Equipment will actually be manufactured and delivered for construction of the House, or that any of the foregoing will occur. Your actual delivery date is dependent on many factors, including, among other things, the time you placed the reservation of your spot on the Waitlist, availability of materials, shipping and transportation times, the general contractor’s availability, etc. Company has the right at any time before execution of the construction agreement to cancel your reservation on Waitlist, this Waitlist Agreement, 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 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.
9. **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.
10. **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.**
11. **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.

12. **Assignment.** You may not transfer or assign this Waitlist Agreement to another party.

13. **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.