

Licensing and Service Agreement

This Licensing and Service Agreement ("Agreement") is entered into as of 2nd of February 2025, by and between RoBuildX, Inc. ("RoBX"), a Delaware corporation, and Neo Capital Group (inclusive of its subsidiaries, "NEO"), a Florida company which manages a family of funds.

Recitals

WHEREAS, RoBX owns certain proprietary technology and intellectual property rights relating to robotic construction systems for automated on-site construction of residential buildings ("Technology");

WHEREAS, NEO desires to obtain a license to use the Technology and engage RoBX for related services in connection with its homebuilding projects in the United States;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Grant of License and Service Engagement

1.1 License Grant: RoBX grants to related NEO's funds a non-exclusive, non-transferable, non-sublicensable license to use the Technology for homebuilding projects within the United States during the term of this Agreement, subject to the terms and conditions herein.

1.2 Services: RoBX agrees to provide the services described in Schedule A ("Services") related to the use of the Technology, including but not limited to Homebuilding. The parties agree to work together in good faith to define and execute a detailed plan for the construction of up to 1,200 housing units over the five-year term approximately value at \$60M, as further detailed in Schedule A. Schedule A shall be regularly updated by both parties, and each update shall require a written acknowledgement and consent (email being sufficient) in order for it to replace the previous Schedule A. The initial Schedule A shall be provided by RobX to NEO as soon as commercially reasonable following the Execution Date.

1.3 Intellectual Property Ownership: RoBX shall retain all rights, title, and interest in and to the Technology and any improvements, modifications, or derivative works thereof.

2. Payment Terms

2.1 Down Payment: NEO shall pay RoBX a non-refundable down payment per project, which shall comprise of fifty percent (50%) of the total service fees for each project. The

first payment shall be paid by NEO to RoBX within thirty (30) days the Effective Date. The subsequent down payments shall be paid within thirty (30) days of the date specified in each revised Schedule A, as agreed by the parties. These down payments represents an advance on the services to be provided as detailed in Schedule A. Any additional payment terms shall be detailed in Schedule A on a per-project basis.

2.2 Licensing and services rate: There is no fees for the licensing, the fees for the services shall be determined based on prevailing market rates, adjusted according to the monthly progress of each homebuilding project, as established in each revised Schedule A.

3. Brand Usage

3.1 Brand Use: RoBX reserves the right to request the joint use of its brand on all projects executed by NEO utilizing the Technology. NEO shall comply with such requests in good faith.

4. Project Approvals

4.1 Project Confirmation: NEO must seek RoBX's written confirmation prior to obtaining local government permissions for any project involving the Technology. RoBX shall respond to such requests within five (5) business days.

5. Transfer of Agreement

5.1 Transfer Request: NEO may exceptionally request the transfer of this Agreement to its general contractors. Such transfer shall require the prior discretionary written approval of RoBX.

6. Term and Renewal

6.1 Initial Term: This Agreement shall have an initial term of five (5) years, commencing on the Effective Date.

6.2 Renewal: This Agreement may be renewed for additional one (5) year terms upon mutual written agreement of the parties, provided that such written notice of intent to renew is given at least thirty (30) days prior to the expiration of the then-current term.

6.3 Geography: This agreement covers the licensing and services in the United States.

7. Trade Secrets

7.1 Compliance with Trade Secret Policy: NEO agrees to comply with RoBX's Trade Secret Policy, as provided by RoBX and amended from time to time, and to take all necessary measures to protect the confidentiality of the Technology and related information.

8. Termination

8.1 Expiration: This Agreement shall expire upon the earlier of: (i) the expiration of the term, including any renewal terms, or (ii) the termination of this Agreement in accordance with this Section 8.

8.2 Termination for Breach: Either party may terminate this Agreement upon thirty (30) days' written notice to the other party if the other party materially breaches any provision of this Agreement and fails to cure such breach within the notice period.

8.3 Termination for Convenience: Either party may terminate this Agreement for any reason or no reason upon ninety (90) days' written notice to the other party.

9. Miscellaneous

9.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

9.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Delaware.

9.3 Dispute Resolution: Any dispute arising under this Agreement shall be resolved through mediation and, if necessary, binding arbitration in Delaware.

9.4 Notices: All notices under this Agreement shall be in writing and delivered to the addresses set forth below or to such other address as a party may designate in writing.

9.5 Agreement extension: once NEO pays the fees in advance, both teams will document detailed operational agreements related to this contract.

9.6 Indemnification.

9.6.1 Indemnification by NEO. NEO shall indemnify, defend, and hold harmless RoBX, its officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) NEO's use of the Technology, (ii) the construction, marketing,

sale, or use of any housing units built using the Technology, (iii) NEO's breach of this Agreement, and (iv) the negligence or willful misconduct of NEO or its employees, contractors, or agents.

9.6.2 Indemnification by RoBX. RoBX shall indemnify, defend, and hold harmless NEO, its officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any claim that the Technology infringes upon the intellectual property rights of any third party, (ii) RoBX's breach of this Agreement, and (iii) the negligence or willful misconduct of RoBX or its employees, contractors, or agents. 9.3 Indemnification Procedure. The indemnified party shall promptly notify the indemnifying party in writing of any claim for which indemnification is sought. The indemnifying party shall have the right to control the defense and settlement of any such claim; provided, however, that the indemnified party shall have the right to participate in the defense at its own expense, and the indemnifying party shall not settle any such claim in a manner that admits liability or imposes any obligations on the indemnified party without the indemnified party's prior written consent.

9.7 Insurance. NEO shall maintain, at its own expense, during the term of this Agreement the following insurance coverages: (i) Commercial General Liability insurance; (ii) Workers' Compensation insurance as required by applicable law; (iii) Professional Liability (Errors and Omissions); and (iv) Builder's Risk Insurance. NEO shall provide RoBX with certificates of insurance evidencing such coverage upon reasonable request. NEO shall name RoBX as an additional insured on the Commercial General Liability policy.

9.8 Confidentiality. Except as otherwise provided in Section 7 (Trade Secrets), each party (the "Receiving Party") agrees to hold in confidence and not disclose to any third party any confidential or proprietary information of the other party (the "Disclosing Party") that is disclosed in connection with this Agreement, whether orally or in writing, and that is designated as confidential or that, by its nature, should reasonably be understood to be confidential ("Confidential Information"). The Receiving Party shall use the Confidential Information only for the purpose of performing its obligations or exercising its rights under this Agreement. The obligations of confidentiality shall not apply to information that (i) is or becomes publicly known through no fault of the Receiving Party, (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, or (iv) is required to be disclosed by law or legal process, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

9.9

Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (except for payment obligations) due to causes beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials (each, a "Force Majeure Event"). The party experiencing the Force Majeure Event shall promptly notify the other party in writing and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event. If the Force Majeure Event continues for more than sixty (60) days, either party may terminate this Agreement upon written notice to the other party.

9.10 Warranties and Disclaimers

9.10.1 RoBX Warranty. RoBX warrants that the Services will be performed in a professional and workmanlike manner, consistent with industry standards.

9.10.2 Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.10.1, ROB X MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TECHNOLOGY OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ROB X DOES NOT WARRANT THAT THE TECHNOLOGY WILL BE ERROR-FREE OR UNINTERRUPTED.

9.10.3 NEO acknowledges it is their responsibility to ensure the constructed buildings are compliant with all building codes.

9.11 Limitation of Liability. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ROB X'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY NEO TO ROB X UNDER THIS AGREEMENT.

9.12. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, RoBX may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any purported assignment in violation of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, NEO may assign this Agreement to its affiliates or subsidiaries, provided, however, that such

assignment may only be done in order to facilitate the fulfilment of its obligations and duties under this Agreement.

9.13 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the intent of the original provision.

9.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

9.15. Independent Contractor. The relationship between RoBX and NEO is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has the authority to bind the other party or to incur any obligations on the other party's behalf.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed by:
RoBuildX By: Manuel Velasquez
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Name: Manuel Velasquez
Title: CEO
Date: 02.10.25

Signed by:
NEO Fund I By: Jorge Nemi
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Name: Jorge Nemi
Title: CFO
Date: 02.10.25

Schedule A: Scope of Work for “Neo Fund I”

Neo Fund I consists of three projects: VDC 374 (apartment units), Sunland (426 apartment units), and Cardinals (400 housing units). A detailed execution timeline is outlined on the following page.

The schedule highlights the commencement of the "Hard Cost" (construction) phases when RoBX initially will provide framing services and then will add finishes services according to how the set of projects move forward and the technology is developed. RoBX will be involved from the 4th month after the start date until one month before each project's completion.

From September 2025 to June 2026, RoBX will provide framing services. Starting in July 2026, RoBX may also offer finishing services.

