COMMERCIAL DRIVING SCHOOL AGREEMENT

This commercial driving school agreement (this "Agreement") is made as of the date set forth on the signature page hereto, between Commercial Driving School, LLC, a Florida limited liability company, with its principal place of business at 6320 Hwy 77, Panama City, Florida 32409, reachable by telephone at (850) 740-3064 ("Driving School"), and _____, with an address of _____ ("Student"), and shall be a binding contract between Driving School and Student. Student is enrolling in the _____ Program with a start date of _____ and an estimated completion date of _____. Student agrees to and acknowledges the following:

I. Services. Driving School will provide Student with commercial truck driving education and training offered by certified instructors, including group and in-person classroom instruction and behind-the-wheel driving lessons. Driving School may also provide Student with a roadworthy vehicle (owned or controlled by Driving School, registered with the State of Florida and with valid certificate of insurance) solely for Student's use and operation in connection with a Program (as defined below) and in accordance with any policies imposed by Driving School from time to time. The specific format and components of any Program may be changed from time to time in Driving School's discretion.

II. Tuition and Fees. Each Program has the tuition stated below ("Program Tuition"). Unless Driving School approves Student for a payment plan, Student must pay the applicable Program Tuition in full by cash, check, money order, or credit/debit card before the first day of the Program. An approved payment plan will be documented in a separate written payment-plan agreement stating the payment terms, dates, and amounts. The payment plan may be facilitated through Lumion, which is not a lender and does not provide loans or financing. Student must remain current under the payment-plan agreement to enroll in and continue participating in the Program.

A. In addition to each Program Tuition, Student must pay a nonrefundable enrollment fee of $150.00 for each Program (the "Enrollment Fee"). *Enrollment Fees are nonrefundable, and Student is not eligible to receive a refund of any portion of any Enrollment Fee, whether or not Student withdraws from a Program except in those limited instances described in Section VII, Part 4.*

B. Tuition for each Program includes books and instructional materials, use of Driving School vehicles, and one initial applicable licensure examination. Examination re-takes are not included in tuition and cost $600.00 per re-take. Student is separately responsible for costs required for admission or licensure, including Motor Vehicle Reports, drug testing, DOT physicals and DOT medical cards, license-issuance fees, the $6.25 sign-up portal fee, and any credit-card processing fee charged if Student pays online. Any student-specific amounts for these items will be disclosed in the Student Cost Information section on the signature page before Student signs this Agreement.

III. Enrollment Eligibility. To enroll in any Program, Student must meet both the General Enrollment Requirements ("General Enrollment Requirements") listed below and each Program's specific pre-requisites and requirements as listed in the Program descriptions contained in Section V herein (the "Specific Enrollment Requirements").

A. General Enrollment Requirements include all of the following:

1. 18 years of age or older for "intrastate" driving

2. Must be a lawful resident of the state of Florida

3. Must have proof of permission to work in the United States

4. Must provide a five-year Motor Vehicle Report demonstrating no convictions in the past three years for any of the following: refusal to take chemical test, hit and run, leaving the scene of an accident, or careless/reckless driving

5. No DUI in the past five years or more than two DUIs in a lifetime

6. Pass Commercial Driving School's background check

7. Pass a DOT physical and drug screen

8. Possess a DOT medical card

9. Ability to read, write, and speak English (as required by the Federal Motor Carrier Safety Administration). Commercial Driving School will administer an Ability to Benefit test to each applicant

10. Possess a current, valid Florida driver's license

11. Satisfactorily answer, in Driving School's sole discretion, questions in an interview conducted by Driving School's Chief Education Officer for the purposes of determining Student's suitability and acumen for a specific Program

12. Pays the required Program Tuition and Enrollment Fee in full or enters into a payment plan approved by Driving School

For the avoidance of doubt, (i) Student will not be accepted by Driving School into any Program unless Student satisfies all General Enrollment Requirements set forth above, and (ii) Students under the age of 21 can only drive intrastate (i.e., within the State of Florida), although Students will be permitted to drive across state lines upon their 21st birthday.

IV. Enrollment Procedure. To enroll in a Program, Student shall identify the specific Program on the signature page, pay the Enrollment Fee, and either pay the Program Tuition in full or enter into a written payment-plan agreement approved by Driving School.

V. Program Descriptions. The following Programs are available for Student enrollment:

A. *Entry Level Class A Program. This is a four-week, 160 clock-hour Program. The Program Tuition is $6,500.00. The Program meets on site from 8:00 a.m. to 4:30 p.m., Monday through Friday, for four weeks. Student must possess a valid Florida Class A Commercial Learner's Permit ("CLP") before beginning the Program.*

1. Completion Requirements. For a certificate of completion of the Entry Level Class A Program, Student must: (i) attend and complete all 60 clock hours of classroom training and 100 clock hours of behind-the-wheel ("BTW") training; (ii) maintain a GPA of at least 80; and (iii) score at least 80% on the BTW final exam and knowledge final exam.

B. *Entry Level Class B Program. This is a ten-day, 80 clock-hour Program. The Program Tuition is $2,500.00. The Program meets on site from 8:00 a.m. to 4:30 p.m., Monday through Friday, for*

ten days. Student must possess a valid Florida Class A or Class B Commercial Learner's Permit ("CLP") before beginning the Program.

1. Completion Requirements. For a certificate of completion of the Entry Level Class B Program, Student must: (i) attend and complete all 40 clock hours of classroom training and 40 clock hours of BTW training; (ii) maintain a GPA of at least 80; and (iii) score at least 80% on the BTW final exam and knowledge final exam.

VI. Attendance Policy. Student is required to attend and complete any and all scheduled Program activities, including, but not limited to: classroom instruction, BTW driving lessons, and tests. Whether attendance is satisfactory for completion of the applicable Program is in Driving School's sole discretion.

A. A fee of $150.00 will apply if Student misses any scheduled BTW lesson (a "Missed BTW Fee") without providing written notice to Driving School at least 24 hours prior to the scheduled BTW activity. For the avoidance of doubt this Missed BTW Fee is in addition to the Enrollment Fee or Program Fee.

B. Notwithstanding the foregoing, missing scheduled Program BTW lessons for the following reasons shall not be subject to Missed BTW Fee: death in Student's immediate family or contagious sicknesses or other serious illnesses with proper documentation from a licensed medical practitioner.

VII. Refund Policy.

1. Withdrawal Dates and Policies. Student may withdraw by completing an official notice of withdrawal form and sending it to the Chief Education Officer; a meeting may be requested but is not a condition of withdrawal. For a student who provides notice, the withdrawal-determination date is the date Driving School receives the notice. For abandonment, failure to return from an approved leave, discharge, or other termination without student notice, Driving School will document the date it determines that Student withdrew or was terminated. The last date of attendance will be used to determine the percentage of the Program completed and calculate any refund.

2. Program Exam Re-takes. Testing is scheduled according to time slots made available by the State. Student must reschedule no later than 72 hours before the scheduled test date and time. Failure to provide timely notice or failure to appear may result in applicable rescheduling fees. If Student fails the applicable Program's licensure examination, Student may take no more than two additional re-takes. Each re-take costs $600.00. If Student does not pass after three total attempts, Driving School may require Student, at Student's own cost, to re-take specified portions of the applicable Program or enroll in an appropriate refresher or recertification program.

3. **If Student is discharged or terminated, any refund will be calculated under the same prorated refund policy stated below.**

4. All refunds, including in situations of rejection, cancellation, withdrawal, or discharge, will be made in accordance with the following:

a. All monies will be refunded if the Driving School does not accept the applicant;

b. All monies will be refunded if the student cancels within three business days after signing this Agreement and making payment; and

c. Cancellation after the third business day but before the first class results in a refund of all monies except for the Enrollment Fee ($150.00).

d. Cancellation after class has begun, but through completion of 40% of the Program, will result in a refund at the pro-rated cost of the Program for the remaining clock hours to be completed.

e. Cancellation after more than 40% of the Program has been completed will not receive a refund.

f. For a student-initiated withdrawal, Student should submit the official notice of withdrawal form to the Chief Education Officer. Failure to submit the form does not eliminate any refund otherwise due after Driving School determines that Student has withdrawn.

g. Any refund due will be made within 30 days after Driving School determines that Student has withdrawn or has been terminated.

VIII. Student Code of Conduct. Student agrees to conduct themselves in a respectful and professional manner during all Program events and activities and while participating in any related Driving School events. Student is prohibited from using drugs or alcohol, smoking, or using electronic devices while on Driving School premises or in a Driving School vehicle. Student is also prohibited from engaging in any disruptive or dangerous behavior. Any violation of the Student Code of Conduct (attached as Exhibit A and incorporated herein) may result in immediate discharge; any refund will be determined under the Refund Policy.

IX. Termination and Discharge. Driving School may terminate this Agreement in Driving School's sole discretion and discharge Student from Driving School and/or applicable Program(s) at any time, for any reason, with or without notice. Driving School may also terminate this Agreement if it is found that Student fails to satisfy any Enrollment Requirements and any applicable Specific Enrollment Requirements, fails to abide by the attendance policy contained herein, or violates the Student Code of Conduct.

X. Employment Placement Services. Placement services shall be provided to all graduates without additional charge. Driving School will utilize its existing relationships with local government and trucking entities to attempt to provide Student with job opportunities upon successful completion of programs. *There is no guarantee Student will complete any Program, no guarantee that completion of any Program will result in employment, and no guarantee of placement shall be directly or indirectly implied by this Agreement or any other Driving School materials, including but not limited to the course catalog ("Catalog").*

XI. Academic Calendar and Dates.

A. Entry Level Class A programs will start on the 1st and 3rd Monday of every month.

B. Entry Level Class B Programs will start on the 2nd and 4th Monday of every month.

C. All other scheduled activities (including but not limited to additional BTW trainings) associated with a Program (each a "Program Event") shall be determined by Chief Education Officer and communicated to Student within a reasonable period prior to Program Event.

XII. Limitation of Liability. Driving School assumes no liability for any injuries or damages to Student, Student's property, or third parties caused by Student's operation of a Driving School vehicle or

participation in Program or Program Event. Student agrees and acknowledges that Student shall not drive any vehicle owned or operated by Driving School without a valid Driving School instructor's presence in such Driving School vehicle.

XIII. Inclement Weather. If weather renders any Driving Program or Program Event as unsafe (e.g., dangerous road conditions), in Driving School's sole discretion, Student shall not be entitled to a refund for such Program or Program Event, however, Driving School shall work in good faith with Student to reschedule such Driving Program or Program Event so as to minimize any delay or disruption in Program schedule or Student's preferred testing date.

XIV. Force Majeure. Notwithstanding any other provision herein, no party shall be liable for any failure to perform its obligations hereunder (excluding Program Tuition that is due and payable) resulting from any war, labor dispute, fire, flood, riot, acts of God or any other cause beyond its reasonable control (each a "Force Majeure Event"). In the event of a Force Majeure Event, Student shall not be entitled to a refund and Driving School shall work in good faith with Student to reschedule Student's applicable Driving Program.

XV. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts entered into and fully performed therein, and each party consents to the exclusive jurisdiction of the state and federal courts located in Bay County, Florida and any appellate court from any thereof, for the adjudication of any claims or disputes arising out of or related to this Agreement. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees reasonably incurred in connection therewith in addition to the costs of that action, suit or proceeding.

XVI. Miscellaneous. This Agreement, including all schedules, exhibits and attachments hereto, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings between the parties, whether oral or written. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Student has executed this agreement as of the date set forth below. Student has read, received and understood this Agreement (including Student Code of Conduct attached as Exhibit A hereto) and Driving School's Catalog.

AGREED AND ACCEPTED:

STUDENT

Signature: _____

Printed Name: _____

Driving Program: _____

Class Schedule: _____

STUDENT COST INFORMATION

Program Tuition: $_____

Enrollment Fee: $150.00 Other Costs and Fees: $_____ Total Contractual Cost: $_____

Date: _____

COMMERCIAL DRIVING SCHOOL, LLC

Signature: _____

Name: Cecil Jackson, Chief Education Officer

Date: _____

EXHIBIT A

STUDENT CODE OF CONDUCT

To function effectively, we must develop policies and procedures to ensure that each student's rights, and the rights of Commercial Driving School, LLC ("Driving School") are respected. Generally, conduct that may be disruptive, unproductive, unethical, or illegal will not be tolerated.

Violation of this Student Code of Conduct ("Student Code of Conduct") in connection with the commercial driving school located at 6320 Hwy 77, Panama City, Florida 32409, in which Student attends for the purpose of obtaining a commercial driver's license, may result in immediate discharge from Driving School and the applicable Program. Any refund will be determined under the Refund Policy in the Agreement.

Inappropriate and unprofessional behavior will not be tolerated. The following is a non-exhaustive list of conduct that may violate this Student Code of Conduct:

1. Removing Driving School property from Driving School without authorization.
2. Operating any vehicle provided or owned by Driving School without the presence of a Driving School instructor.
3. Stealing or attempting to steal Driving School property or the property of other students attending the Driving School.
4. Being habitually tardy or absent from mandatory Driving School events or classes.
5. Fighting on Driving School property or acting hostile toward other students at any time.
6. Fighting, harassing, threatening, or failing to respect the instructors or acting hostile toward instructors at any time.
7. Using drugs, alcohol, or smoking on Driving School premises or in a Driving School vehicle.
8. Using electronic devices while on Driving School premises or in a Driving School vehicle.
9. Being under the influence of illegal substances in the Driving School at any time.
10. Being insubordinate.
11. Using or abusing Driving School's time, property, materials, or equipment without authorization.
12. Using derogatory language in Driving School, toward the Driving School faculty, staff or representatives or other students.
13. Possessing weapons on Driving School property or during Driving School activities.
14. Defacing Driving School property.
15. Engaging in criminal activity.
16. Neglecting job duties.
17. Bringing Driving School into serious disrepute.
18. Fraud or deception with respect to any documents submitted in reference to student's application upon admission to Driving School.

19. Disparaging or demeaning in any manner, on social media or otherwise, the reputation, goodwill, or commercial interests of Driving School, including any of its faculty, staff, or students.

Students who fail to comply with Student Code of Conduct or engage in other inappropriate behavior are subject to discharge. The Chief Education Officer, in his sole discretion, may decide whether corrective action, up to and including discharge, is appropriate. The Chief Education Officer's decision is final and binding.

Students in violation of the Safety in Private Spaces Act Rule 6E-7.001 may be suspended while the violation is reviewed. Once reviewed the decision is final, binding and conclusive

All Students, including the undersigned, are not permitted to make, nor permit any person to make, any public announcement, whether oral or written, regarding Student's dismissal. This Student Code of Conduct is not (i) intended to restrict communications or actions protected or required by state or federal law or (ii) promissory and does not set terms or conditions of employment or create an employment contract.

I, _____, acknowledge that on _____, I received and read a copy of Driving School's Student Code of Conduct and understand that it is my responsibility to be familiar with and abide by its terms. I understand that the information in this Student Code of Conduct is intended to help those Students attending Driving School to learn and collaborate on assigned responsibilities for Driving School in an effective manner.

_____
Signature

_____
Print Name

_____
Date