

TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), as set forth herein between (ADROIT Advanced Technologies, Inc.), (from now on referred to as ("ADROIT"), and MASTER CLIENT, (from now on, referred to as ("The Client")) represents a mutual understanding and agreement whereby ADROIT will provide to The Client certain services as set forth below.

PURPOSE The purpose of this Agreement is to manage and coordinate specialized transportation services for The Client's students and passengers.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The initial term of this Agreement shall commence on July 1st, 2023, and end on June 30th, 2024. At the end of the initial term, this Agreement will be renewed automatically to avoid any disruption to the service for successive twelve (12) months periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than 30 days prior written notice that the agreement should terminate at the end of its current term. Should service continue, a 3% price increase or the annual rate of inflation, whichever is greater, will be added to the services and fees in "Attachment Document 1" as an inflation adjustment for the following Renewal Term. In the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

2. The Client may request, from time to time, that ADROIT coordinate transportation services, which ADROIT may agree to coordinate. To the extent accepted by ADROIT, ADROIT agrees to coordinate such transportation services, and The Client agrees to pay ADROIT in accordance with the provisions of this Agreement. ADROIT's coordination of such transportation services pursuant to this Agreement is sometimes referred to herein as the "Services".

In operating under this Agreement, The Client will purchase services in accordance with the pricing set forth in "Attachment Document 1" of this Agreement, which is attached hereto and incorporated herein by this reference.

3. ADROIT agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of The Client. The Client requires

that all such Vehicles shall fully comply with all applicable laws and regulations. ADROIT shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

4. ADROIT shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by ADROIT terms of services stated in this agreement. While ADROIT may contract with independent contractor drivers who will provide actual transportation services for The Client, ADROIT shall remain responsible for the coordination of the Services under this Agreement. ADROIT expressly represents and warrants to The Client that it will contract with independent contractor drivers who are properly licensed to perform the agreed-upon Services.

5. ADROIT shall submit to The Client, on or before the fifteenth (15th) day of each month, a statement based on the rates set forth hereinafter as the rates at which The Client must reimburse ADROIT for the costs of transportation services rendered to The Client during the previous month. Within the said monthly statement, ADROIT will provide a summary report of the total number of rides provided by ADROIT and the type of services rendered.

6. ADROIT shall be paid the agreed sum of fees outlined in "Attachment Document 1", which is attached hereto and incorporated herein by this reference. ADROIT shall invoice The Client for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after The Client's receipt of ADROIT's invoice for the provision of the Services for the relevant month. If payment is late, for any reason, a late payment fee equal to three percent (3%) of such past due sum will be assessed for each month late, and that late payment fee is to be added on one of the following invoices in ADROIT's favor.

7. ADROIT shall obtain and maintain insurance in full force and effect during the term of this Agreement and at no cost to the Client. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

- General Liability \$2,000,000 general aggregate ((applies to all agreements)
- Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)
- Sexual Abuse/Molestation \$1,000,000 (to be checked if motor vehicle used in performing services)
- Worker's Compensation coverage limits in the statutory amount as

required in the State of California and Employer's Liability coverage limits in the amount of \$1,000,000.00

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. An umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of The Client before The Client's own insurance or self-insurance shall be called upon to protect it as a certificate holder.

8. ADROIT shall require each Contractor personnel or independent Contractor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

9. Drivers are subject to DMV record screening, as well as the Department of Justice (DOJ) and FBI.

10. ADROIT hereby agrees to indemnify and hold The Client, its Board Members, employees, agents, officers, and assignees harmless from and against all claims, causes of action, liabilities, damages, expenses, and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by The Client and/or ADROIT and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of ADROIT or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off The Client property.

11. In providing the management and logistical support necessary to coordinate the Services, ADROIT shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of The Client. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. ADROIT understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by The Client to its employees. ADROIT shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties, or other sums due thereon and shall indemnify; and hold The Client, its Board Members, Officers, employees and agents free and harmless therefrom.

12. The Client agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, The Client will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other people who have performed services for ADROIT at any time during the term of this Agreement.

13. The Client will be liable for any damages to vehicles caused by the students for up to \$2000. However, the Client will not be liable for any damages that exceed \$2000 for the restitution of the damaged vehicle providing service to the Client.

14. This agreement stipulates that the Client hereby agrees to the responsibility of the school staff and Guardians for loading, unloading, and securely fastening the students into the vehicles during transportation. ADROIT shall ensure that the students are transported in a safe and secure manner. It is expressly understood that the drivers shall not leave the vehicles to escort students to the school or to their residences upon arrival.

15. This policy outlines the notification requirements and procedures for Guardians utilizing transportation services provided by ADROIT

Notification Requirements

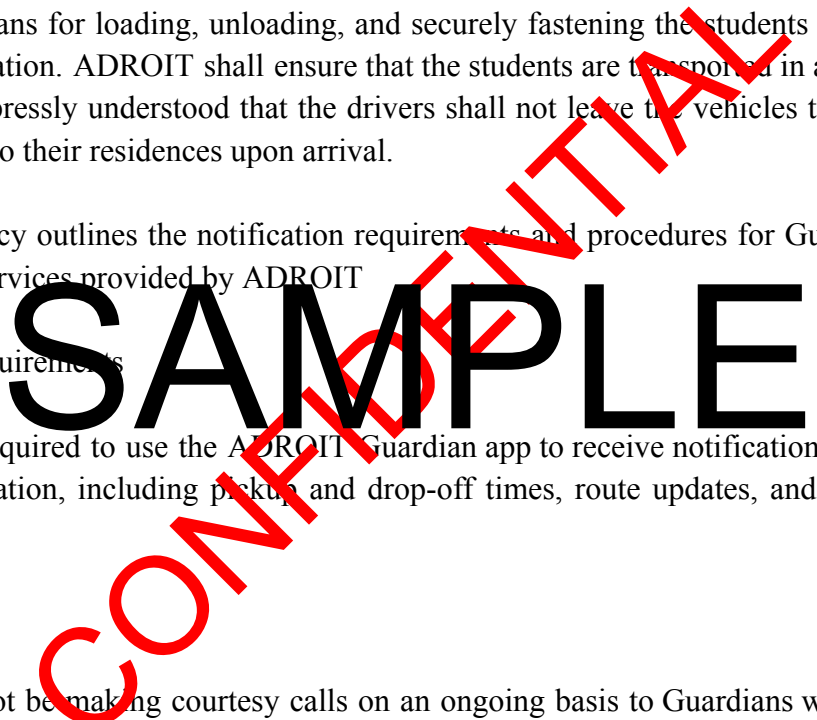
Guardians are required to use the ADROIT Guardian app to receive notifications regarding their child's transportation, including pickup and drop-off times, route updates, and other important information.

Courtesy Calls

ADROIT will not be making courtesy calls on an ongoing basis to Guardians who are not using the ADROIT Guardian app. Guardians who choose not to use the app will be responsible for regularly checking their child's transportation information on the app or contacting ADROIT directly for updates. ADROIT will not be making courtesy calls on an ongoing basis to Guardians not using the ADROIT Guardian app.

16. This policy outlines the requirements and procedures for initiating new transportation routes with ADROIT.

Notice Requirements



Clients must provide a minimum of 72 hours' notice to ADROIT for the initiation of any adjustments to current routes.

Accommodation Days

New routes shall be accommodated on Tuesday and Thursday of each week, subject to vehicle availability.

ADROIT's Responsibility

ADROIT shall make all reasonable efforts to accommodate the initiation of new routes in a timely and efficient manner, subject to operational constraints and availability.

Limitations

ADROIT reserves the right to decline the initiation of new routes if it determines that such routes would impose an undue burden on its operations, including but not limited to, staffing limitations or capacity constraints.

17. All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or e-mail transmission, and shall be deemed received on the date of receipt thereof.

The Client

MASTER CLIENT
0000 Lawrence Road
Santa Clara, CA 95050
(000) 000-0000

ADROIT

ADROIT Advanced Technologies, Inc.
10235 W Little York Rd Ste 430
Houston, TX 77040
(888) 778-3413

18. This Agreement and Attachment Documents, which are incorporated herein by this reference, and if applicable, the attached proposal constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a written document signed by each of the parties.

19. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

20. In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

21. In the event any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

22. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

SAMPLE

The Client

Name of Representative/Title: _____

Signature: _____

Date: _____

Adroit Advanced Technologies, Inc.

Name of Representative/Title: Emran Saidan, CEO

Signature: _____

Date: _____

SAMPLE

CONFIDENTIAL