

TRUCK DRIVER NATION MAXIMUM ENFORCEMENT INDEPENDENT TRUCK DRIVER NON-DISCLOSURE AGREEMENT (NDA)

Effective Date: \_\_\_\_\_

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1. PARTIES

This Non-Disclosure Agreement ("Agreement") is a legally binding contract entered into by and between:

Company:

Truck Driver Nation

991 Yosemite Trail, Apartment C

Roselle, IL 60172

Email: [support@truckdrivingnation.com](mailto:support@truckdrivingnation.com)

Phone: (815) 846-3608

and

Independent Truck Driver ("Driver"):

Legal Name: \_\_\_\_\_

Business Name (if any): \_\_\_\_\_

Street Address: \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Primary Phone: \_\_\_\_\_

Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_

SSN / EIN: \_\_\_\_\_

Driver License Number & State: \_\_\_\_\_

MC / DOT Number (if applicable): \_\_\_\_\_

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2. PURPOSE

The purpose of this Agreement is to strictly protect all proprietary, confidential, trade secret, operational, financial, client, broker, dispatcher, and business information of Truck Driver Nation. This Agreement is intended to be fully enforceable to the maximum extent permitted by law.

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### 3. DEFINITION OF CONFIDENTIAL INFORMATION

Confidential Information includes, without limitation: - Broker contacts and contracts - Client, shipper, and receiver information - Load data, routing, rates, pricing, margins, and schedules - Dispatch systems, methods, SOPs, and training materials - CRM systems, lead sources, scripts, call recordings - Financial records, payout structures, and business strategy - Any information marked confidential - Any information that a reasonable person would understand to be confidential

This includes oral, written, electronic, visual, recorded, or transmitted data.

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### 4. ABSOLUTE NON-DISCLOSURE OBLIGATIONS

The Driver shall: - Keep all Confidential Information in strict and permanent confidence - Never disclose Confidential Information to any third party without express written authorization - Never copy, reproduce, sell, trade, publish, upload, transmit, or distribute Confidential Information - Never use Confidential Information for personal gain or for the benefit of any competing entity - Immediately notify Truck Driver Nation of any suspected breach

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### 5. PERMANENT NON-CIRCUMVENTION

The Driver is strictly prohibited from bypassing, avoiding, or circumventing Truck Driver Nation, directly or indirectly, for the purpose of doing business with any broker, client, shipper, dispatcher, or partner introduced by Truck Driver Nation. This obligation survives forever.

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### 6. DATA OWNERSHIP & AUDIT RIGHTS

All data, contacts, leads, systems, documentation, and records accessed through Truck Driver Nation remain the sole property of Truck Driver Nation. Truck Driver Nation reserves the unrestricted right to audit, access, recover, and inspect any business-related records, devices, or accounts used by the Driver in connection with Truck Driver Nation operations.

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## 7. TERM & SURVIVAL

This Agreement begins on the Effective Date and continues indefinitely. All confidentiality, non-circumvention, indemnification, venue, and remedies provisions survive termination permanently.

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## 8. RETURN, DESTRUCTION & INJUNCTIVE RELIEF

Upon demand, the Driver shall immediately return or permanently destroy all Confidential Information. Truck Driver Nation is entitled to immediate injunctive relief without bond in the event of a breach or threatened breach.

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## 9. LIQUIDATED DAMAGES

The Driver agrees that any breach of this Agreement will cause substantial and irreparable harm. The Driver agrees to liquidated damages of not less than \$50,000 per violation, in addition to actual damages, lost profits, attorney fees, audit costs, and court costs.

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## 10. INDEMNIFICATION

The Driver agrees to fully indemnify, defend, and hold harmless Truck Driver Nation and its owners, officers, agents, representatives, employees, and affiliates against any and all claims, losses, damages, penalties, regulatory actions, judgments, or expenses arising from any breach of this Agreement.

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## 11. GOVERNING LAW

This Agreement shall be governed exclusively by the laws of the State of Alabama.

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## 12. EXCLUSIVE VENUE & JURISDICTION

All disputes, claims, or actions arising from this Agreement shall be brought exclusively in the courts located in Huntsville, Alabama. The Driver irrevocably consents to personal jurisdiction in Alabama.

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## 13. SEVERABILITY & MAXIMUM ENFORCEMENT

If any provision of this Agreement is held invalid or unenforceable, all remaining provisions shall remain in full force and effect and shall be reformed to the maximum extent enforceable under Alabama law.

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#### 14. NO WAIVER

Failure to enforce any provision shall not constitute a waiver of future enforcement.

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#### 15. ENTIRE AGREEMENT & MODIFICATION

This Agreement constitutes the entire agreement. No modification is valid unless in writing and signed by Truck Driver Nation.

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#### 16. ELECTRONIC SIGNATURE, CONSENT & ACKNOWLEDGMENT

The Driver agrees that electronic signatures, IP capture, timestamps, and digital submissions constitute legally binding execution of this Agreement.

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#### DRIVER CERTIFICATION & SIGNATURE

I certify under penalty of perjury that all information provided is true and correct. I fully understand that this Agreement carries permanent legal obligations and significant financial penalties for breach.

Legal Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

IP Address (If Digital): \_\_\_\_\_

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#### FOR TRUCK DRIVER NATION INTERNAL USE

Reviewed By: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Internal File Number: \_\_\_\_\_