

TRUCK DRIVER NATION PROPRIETARY INFORMATION AGREEMENT

This Proprietary Information Agreement (“Agreement”) is entered into by and between **Truck Driver Nation** (“TDN”), and the individual or entity accessing or using TDN’s services (“User”), effective as of the date User first accesses or uses any services provided by TDN.

RECITALS

WHEREAS, TDN possesses proprietary, confidential, and exclusive information, materials, and intellectual property related to the trucking industry, its operations, strategies, and content (“Proprietary Information”);

WHEREAS, User desires to access and use TDN’s services and acknowledges that in doing so User will receive or be exposed to such Proprietary Information;

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

1. Definition of Proprietary Information

“Proprietary Information” means all non-public information disclosed by TDN or accessed through TDN’s services, including but not limited to: data, strategies, methodologies, content, training materials, operational procedures, business plans, financial information, marketing strategies, customer lists, technical information, software, designs, specifications, and all derivative works thereof, whether oral, written, electronic, or in any other form.

2. Ownership

User acknowledges and agrees that all Proprietary Information is the exclusive property of TDN and constitutes valuable trade secrets.

3. Confidentiality and Non-Disclosure

User agrees to:

- a. Maintain all Proprietary Information in strict confidence and take reasonable precautions to prevent unauthorized use or disclosure;
- b. Not disclose, reproduce, distribute, or make available any Proprietary Information to any third

party without TDN's prior written consent;

c. Use the Proprietary Information solely for the legitimate purposes of accessing and utilizing TDN's services;

d. Limit access to Proprietary Information within User's organization only to those with a legitimate need to know who are also bound by confidentiality obligations at least as restrictive as this Agreement.

4. Intellectual Property Rights

All intellectual property rights in the Proprietary Information and TDN's services remain solely with TDN. This Agreement grants User no ownership or license rights, except the limited, non-transferable right to use TDN's services as expressly permitted by TDN.

5. Permitted Use

User may use Proprietary Information solely for personal or internal business purposes directly related to TDN's services. Any other use, including commercial exploitation, reverse engineering, or creation of derivative works, is prohibited.

6. Return or Destruction

Upon termination of User's access to TDN's services, or upon request by TDN, User shall immediately cease use of Proprietary Information and either return all Proprietary Information (including copies) or destroy it and certify such destruction in writing.

7. Exclusions

User's confidentiality obligations do not extend to information that:

a. Is or becomes publicly available through no fault of User;

b. Was lawfully in User's possession prior to disclosure by TDN;

c. Is independently developed by User without use of TDN's Proprietary Information;

d. Is rightfully obtained from a third party without confidentiality restrictions;

e. Is required to be disclosed by law or court order, provided User notifies TDN promptly to seek protective measures.

8. Remedies

User acknowledges that breach of this Agreement may cause irreparable harm to TDN. TDN may seek injunctive or equitable relief in addition to any legal remedies.

9. Governing Law

This Agreement shall be governed by the laws of the jurisdiction where Truck Driver Nation is headquartered, without regard to conflicts of law principles.

10. Entire Agreement

This Agreement constitutes the entire understanding between User and TDN regarding Proprietary Information and supersedes all prior agreements.

11. Acceptance

By accessing or using TDN's services, User agrees to be bound by all terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Proprietary Information Agreement as of the date User first accesses or uses TDN's services.

Truck Driver Nation

By: _____
Name: _____
Title: _____
Date: _____

User:

By: _____
Name: _____
Title (if applicable): _____
Date: _____