

## TRUCK DRIVER NATION NON-COMPETE & NON-SOLICITATION AGREEMENT

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

---

### 1. PARTIES

Company: Truck Driver Nation 991 Yosemite Trail, Apartment C Roselle, IL 60172 Email: support@truckdrivingnation.com Phone: (815) 846-3608

Independent Contractor / Driver ("Contractor"):

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): \_\_\_\_\_

---

### 2. PURPOSE

This Agreement protects Truck Driver Nation from unfair competition, solicitation of personnel, and misuse of proprietary information.

---

### 3. NON-COMPETE OBLIGATIONS

Contractor agrees that during engagement and for five (5) years after termination: - Contractor will not directly or indirectly engage in any business that competes with Truck Driver Nation in driver recruiting, dispatch, or owner-operator services within operational areas served by Truck Driver Nation. - Contractor will not solicit or accept business from any broker, client, or lead introduced by Truck Driver Nation. - Contractor will not use any confidential or proprietary information for personal gain or to benefit competitors.

---

#### 4. NON-SOLICITATION OF PERSONNEL

Contractor agrees that during engagement and for five (5) years after termination: - Contractor will not solicit, hire, or engage any employees, contractors, or affiliates of Truck Driver Nation. - Contractor will not induce any personnel to reduce or terminate their relationship with Truck Driver Nation.

---

#### 5. REMEDIES

- Contractor acknowledges that breach will cause irreparable harm. Truck Driver Nation may seek injunctive relief, damages, and attorney fees.
  - Liquidated Damages: Reasonable damages not exceeding \$100,000 per violation, plus actual damages, legal fees, and court costs.
- 

#### 6. CONFIDENTIALITY

Contractor must maintain strict confidentiality of all company data, client information, load schedules, pricing, business processes, and software tools. This obligation survives indefinitely.

---

#### 7. GOVERNING LAW & VENUE

- Governing Law: Alabama
  - Venue: Exclusive courts in Huntsville, Alabama Contractor consents to personal jurisdiction in Alabama.
- 

#### 8. SEVERABILITY & NO WAIVER

- If any provision is held unenforceable, the remainder remains valid.
  - Failure to enforce any provision does not waive future enforcement rights.
- 

#### 9. ENTIRE AGREEMENT & MODIFICATION

This Agreement constitutes the entire understanding. Changes are valid only if in writing and signed by Truck Driver Nation.

---

#### 10. SIGNATURES

Contractor acknowledges understanding and agreement:

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

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

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

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

Truck Driver Nation Use Only:

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

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

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

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

Truck Driver Nation LLC