

TRUCK DRIVER NATION INDEPENDENT CONTRACTOR AGREEMENT (ICA)

Effective Date: _____

Role This Agreement Applies To (Check One or More)

☐ Truck Driver Recruiter

☐ Freight Dispatcher

☐ Owner-Operator

Note: By checking the boxes above, the Contractor acknowledges which role(s) this ICA governs.

1. PARTIES

This Agreement is entered into by and between:

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

and

Independent Contractor ("Contractor"): Legal Name:

Business Name (if any): _____

Street Address: _____

City / State / ZIP: _____

Primary Phone: _____

Secondary Phone: _____

Email: _____

2. IDENTITY & GOVERNMENT VERIFICATION (REQUIRED)

Date of Birth: _____

Last 4 of SSN or EIN: _____

Government ID Type: _____

Government ID Number: _____

Issuing State/Country: _____

Expiration Date: _____

Contractor certifies that all identity information is accurate and verifiable.

3. CARRIER & OPERATIONS INFORMATION

Carrier / Business Name: _____

MC Number: _____

DOT Number: _____

EIN: _____

Years in Operation: _____

Equipment Type: _____

Trailer Type(s): _____

Primary Operating Area(s): _____

4. CREW & STAFF DISCLOSURE (MANDATORY)

Contractor must disclose every individual working under them:

Full Legal Name	Role	Phone	Email	Last 4 of ID

Contractor certifies all crew members are legally hired and authorized.

5. SCOPE OF SERVICES

Services vary depending on the role(s) checked above. They may include: - Truck Driver Recruiter: Recruiting drivers, onboarding, lead collection, and related program services. - Freight Dispatcher: Dispatch coordination, broker communications, load management, and reporting. - Owner-Operator: Driving, hauling, load compliance, equipment management, and documentation.

Contractor understands Truck Driver Nation does not control daily operations, and no employment relationship is created.

6. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor, not an employee. Contractor is fully responsible for: - Taxes (federal, state, local) - Workers' compensation (if applicable) - Insurance, licensing, and permits - Payroll and benefits for crew

No partnership, joint venture, or employment relationship exists.

7. COMPENSATION

Compensation is defined in separate written program agreements or dispatch agreements. Truck Driver Nation reserves the right to modify program fees or payment structures with written notice. No guaranteed income is promised.

8. CONFIDENTIALITY & NON-DISCLOSURE

Contractor shall not disclose or use: - Broker contacts and client lists - Pricing models and fee structures - Training and operational materials - Dispatch methods and business processes

This obligation survives termination permanently.

9. NON-CIRCUMVENTION & NON-SOLICITATION (5 YEARS)

Contractor shall not bypass Truck Driver Nation to conduct business directly with: - Any broker - Any carrier - Any driver or dispatcher - Any student or staff

Contractor shall not solicit or hire Truck Driver Nation personnel. Violation results in immediate termination and financial liability.

10. DATA COLLECTION & AUDIT CONSENT

Contractor authorizes Truck Driver Nation to: - Collect, store, and analyze operational data - Monitor communications related to assigned work - Record calls, messages, and performance metrics - Conduct audits at any time

Data may be used for training, compliance, legal protection, and performance review.

11. COMPLIANCE REQUIREMENTS

Contractor is solely responsible for compliance with: - FMCSA, DOT, OSHA, and other transportation laws - State and federal labor laws - Safety and environmental regulations

Failure to comply may result in immediate termination.

12. INSURANCE REQUIREMENTS

Contractor must maintain, at their expense: - Commercial Auto Liability - General Liability - Cargo Insurance (if applicable) - Workers' Compensation (if applicable)

Proof must be provided upon request.

13. INDEMNIFICATION & HOLD HARMLESS

Contractor agrees to defend, indemnify, and hold harmless Truck Driver Nation, its owners, officers, agents, and affiliates from all: - Claims, lawsuits, fines, damages, and losses - Attorney fees arising from Contractor's acts, omissions, crew, or equipment

14. LIMITATION OF LIABILITY

Truck Driver Nation shall not be liable for: - Lost profits or business interruption - Equipment damage or loss - Personal injury or third-party claims

Maximum liability is limited to fees paid by Contractor in the prior 30 days.

15. TERM & TERMINATION

This Agreement begins on the Effective Date and continues until terminated. Truck Driver Nation may terminate: - Immediately - With or without cause - Without prior notice

Upon termination: - Confidentiality obligations survive - All unpaid fees become immediately due - No refunds are owed

16. GOVERNING LAW (ALABAMA)

This Agreement is governed by and interpreted exclusively under the laws of the State of Alabama.

17. EXCLUSIVE COURT VENUE (HUNTSVILLE, AL)

All legal actions arising from this Agreement shall be filed exclusively in Huntsville, Alabama, and Contractor submits to the jurisdiction of Alabama courts, waiving any objection to venue.

18. DISPUTE RESOLUTION OPTION (ARBITRATION)

Disputes may be resolved by binding arbitration seated in Huntsville, Alabama, at Truck Driver Nation's sole option. Judgment may be entered in Alabama courts.

19. ELECTRONIC SIGNATURE & DIGITAL ENFORCEABILITY

Electronic signatures are legally binding. Submission of this Agreement digitally constitutes full acceptance.

20. ENTIRE AGREEMENT

This Agreement represents the entire agreement and supersedes all prior agreements.

CONTRACTOR CERTIFICATION & SIGNATURE

I certify that all information provided is true and complete. I acknowledge and agree to all terms of this ICA, including the selected role(s).

Legal Name (Print): _____

Signature: _____

Date: ____ / ____ / ____

IP Address (If Digital): _____

FOR TRUCK DRIVER NATION INTERNAL USE

Reviewed By: _____

Authorized Signature: _____

Approval Date: _____

Internal File Number: _____