ZYS GOLDFIELDS PRO LLC

INDEPENDENT DISPATCHER SUBCONTRACTOR AGREEMENT (1099)

FORM: ZYS-1099-SUB-2026.2
STATUS: PRINTABLE / E-SIGN READY
NON-SOLICIT TERM: 24 MONTHS

Subcontractor Legal Name	_____ _____	**Tax Classification**	1099 Independent Contractor (W-9 Required)
Compensation Basis	Agreed Commission Split on Collected Dispatch Fees	**Authorized Sub-User Seat**	dispatch@zysgoldfields.pro

KEY PROTECTIVE COVENANTS: 1099 Independent Contractor • FMCSA 49 CFR § 371.2(b) Disclosed Agency • Zero Plaintext Passwords • 24-Month Non-Solicit & Non-Circumvention

Independent Dispatcher Subcontractor Agreement

1099 Independent Contractor, Regulatory Compliance & 24-Month Non-Solicitation Agreement for ZYS GOLDFIELDS PRO LLC.

1. 1099 Independent Contractor Classification

Subcontractor ("Dispatcher Agent") is engaged by ZYS GOLDFIELDS PRO LLC ("Company") strictly as an independent 1099 contractor, and not as a W-2 employee, partner, or joint venturer. Contractor is solely responsible for federal, state, and self-employment taxes, workers' compensation/insurance, computer hardware, phone, and internet access, and is not entitled to employee benefits.

2. Commission Compensation, Friday Payout & Chargeback Offset

Contractor compensation is earned exclusively as an agreed commission split on verified dispatch service fees actually collected by Company from Motor Carriers assigned to or sourced by Contractor under Company's active Dispatcher-Carrier Agreements. Unpaid, disputed, or reversed Stripe ACH/Card or factoring settlements are ineligible for payout and may be offset against subsequent Friday contractor disbursements.

3. Mandatory FMCSA 49 CFR § 371.2(b) Agency Compliance

Contractor must always operate transparently as a disclosed administrative dispatch agent for the Motor Carrier under FMCSA 49 CFR § 371.2(b). Contractor shall NEVER book any load or execute any Rate Confirmation without first capturing the Carrier's explicit written, email, or SMS/text load confirmation. Contractor is strictly prohibited from acting as or impersonating a freight broker, double-brokering freight, or invoicing brokers/shippers.

4. Load Board Sub-User Security & Data Privacy

Contractor must utilize only Company-provisioned sub-user seats (e.g., dispatch@zysgoldfields.pro) on DAT One, Truckstop, or approved TMS systems. Soliciting plaintext Carrier logins or banking passwords, storing Carrier W-9/COI/NOA documents on personal unmanaged storage, or transmitting sensitive Carrier records outside authorized Company channels is grounds for immediate termination for cause.

5. Confidentiality & Protection of Trade Secrets

All Carrier contact lists, owner-operator leads, lane histories, broker rate sheets, contracts, billing credentials, and SOPs constitute Company confidential information. Contractor shall keep such information strictly confidential during engagement and permanently following separation, and shall return or purge all copies upon request.

6. 24-Month Non-Solicitation & Non-Circumvention Covenant

During engagement and for twenty-four (24) months following termination for any reason, Contractor shall not, directly or indirectly, solicit, induce, recruit, independently dispatch, or accept private side-payments from any Motor Carrier, Owner-Operator, driver, or freight broker account introduced, onboarded, or serviced through Company, nor solicit Company personnel to leave Company. Contractor acknowledges that breach causes irreparable harm entitling Company to injunctive relief, disgorgement of diverted fees, and recovery of reasonable attorneys' fees.

7. Term, At-Will Separation & Governing Law

Either party may terminate this Subcontractor Agreement upon written notice. Upon separation, Contractor's access to Company email, CRM, load board sub-user seats, and Carrier files revokes immediately, while confidentiality and 24-month non-solicitation / non-circumvention obligations survive termination in full force.

Execution & Non-Solicit Acknowledgment

SUBCONTRACTOR (1099 DISPATCHER AGENT)	ZYS GOLDFIELDS PRO LLC (COMPANY)
Signature: _____ **Printed Name:** _____ **SSN / EIN (W-9):** _____ **Date Signed:** _____	**Authorized Signature:** _____ **Entity:** ZYS GOLDFIELDS PRO LLC **Officer / Title:** Managing Member **Date Signed:** _____