ALMAJDOUB DISPATCH
Carrier Back-Office Dispatch & Operations Management

Operating Desk: Texas Virtual Operations Line
Direct Dispatch Cell: +1 (409) 941-7180
Official Inquiries: ops@almajdoubdispatch.com
Regulatory Status: 49 CFR § 371.2 Bona Fide Agent

DISPATCHER - CARRIER SERVICE AGREEMENT & LIMITED POWER OF ATTORNEY

INCORPORATING FOUNDING CARRIER PARTNER LIFETIME GRANDFATHERED TERMS

LEGAL NATURE OF RELATIONSHIP (49 CFR § 371.2 BONA FIDE AGENT): This Agreement is entered into by and between an independent motor carrier operating under its own active USDOT/MC authority and **Ahmed Almajdoub d/b/a Almajdoub Dispatch**. Dispatcher functions strictly as a fiduciary administrative back-office support agent acting solely under the direct control and instruction of Carrier. **Dispatcher is NOT a freight broker or freight forwarder, does NOT take custody of freight, and does NOT touch, hold, or disburse shipper or broker freight charges.**

DISPATCHER:	**Ahmed Almajdoub** (Doing business as *Almajdoub Dispatch*) Address: Tripoli, Libya (Remote US Logistics Support Desk) Phone: +1 (409) 941-7180 | Email: ops@almajdoubdispatch.com
MOTOR CARRIER:	Legal Company Name: _____ DBA (if applicable): _____ USDOT #: _____ | MC / FF #: _____ Principal Place of Business: _____ Owner / Primary Contact: _____ | Mobile: _____

1. SCOPE OF DEDICATED BACK-OFFICE SERVICES

Dispatcher agrees to provide Carrier with dedicated, high-touch administrative dispatch services:

1. **Freight Sourcing & Board Ingestion:** Searching electronic freight boards (DAT One, Truckstop, Direct Freight, 123Loadboard) and private broker networks matching Carrier's equipment (strictly 53′ Dry Van or 53′ Refrigerated Reefer) and preferred corridors.
2. **Aggressive Broker Negotiations:** Contacting freight brokers, verifying commodity details, piece counts, pickup/delivery windows, and negotiating maximum rates per mile (RPM) and linehaul gross.
3. **Broker Setup & Packet Execution:** Submitting Carrier's pre-approved onboarding packets (W-9, COI, Authority certificate, Factoring NOA) to prospective brokers.
4. **Facility Detention Tracking ($65.00/Hour):** Monitoring dock milestone timestamps, issuing pre-warnings to brokers at minute 105, and actively pursuing detention billing claims after the standard 2-hour facility grace period.
5. **Telemetry, Geolocation & Weather Safety (Voluntary Consent):** To eliminate unpaid deadhead (< 8%), automate detention arrival/departure clocking, calculate home-time proximity, and broadcast live severe weather warnings (I-80 Wyoming high-wind blowovers and mountain chain mandates),

Carrier and drivers may voluntarily enable GPS location telemetry via Dispatcher's carrier application. Tracking is active strictly during on-duty transit, with zero off-duty surveillance.

6. **Electronic Load Board Sub-Seat Authorization:** Carrier authorizes Dispatcher (Bona Fide Agent) to access Carrier's existing freight board subscriptions (including DAT One and Truckstop) via an authorized secondary dispatcher sub-seat under Carrier's account, or utilize authorized agent credentials strictly for booking Carrier's equipment.

2. ABSOLUTE CARRIER APPROVAL GATEKEEPER (FMCSA COMPLIANCE)

1. **100% Exclusive Veto Power:** Carrier retains sole, unalterable authority to accept or reject any load presented. Dispatcher shall NEVER book, confirm, or execute any freight tender without first receiving **express written or documented verbal confirmation** (via SMS, Driver App, or email) from Carrier's designated representative.
2. **Name on Contracts:** All Rate Confirmations, Bills of Lading (BOL), and transportation contracts shall be issued strictly in the legal name and operating authority of the **Carrier**.
3. **Zero Forced Dispatch & Zero Double-Brokering:** Dispatcher operates with strict anti-coercion standards and covenants that freight will never be re-brokered, transferred, or assigned to third-party motor carriers.

3. TRANSPARENT FINANCIAL SEPARATION & PRICING STRUCTURE

1. **Zero Touch of Freight Proceeds:** All gross transportation payments flow directly from licensed freight brokers or shippers to Carrier's designated banking account or factoring company pursuant to Carrier's Notice of Assignment (NOA). Dispatcher shall never invoice shippers, receive freight checks, or deduct service fees directly from freight revenues.
2. **Founding Carrier Partner Rate Structure (Grandfathered Cohort):**
   - **53' Dry Van Base Linehaul: 5.5% of gross freight linehaul**.
   - **53' Refrigerated (Reefer) Base Linehaul: 6.0% of gross freight linehaul**.
   - **Standard Published Rate (Subsequent Cohorts):** 7.0% of gross freight linehaul (or $299.00 USD/week flat retainer per power unit).
3. **Excluded Revenues (0.0% Fee):** Dispatcher's fee is calculated strictly on base freight linehaul. Zero service fee (0.0%) applies to fuel surcharges, facility detention reimbursements ($65/hr), layover compensation, or Truck Ordered Not Used (TONU) fees.
4. **Lifetime Grandfathered Rate Guarantee:** Dispatcher covenants that the preferred Founding Partner fee (5.5% Van / 6.0% Reefer) shall **never increase** during continuous active service. A lapse in continuous service exceeding thirty (30) consecutive days without mutual written agreement forfeits founding status, returning Carrier to prevailing standard rates.
5. **Pay-to-Play Weekly Settlement Covenant:**
   - Service fee invoices are generated every **Friday at 16:00 CST** covering completed, clean delivered loads.
   - Invoices are due upon receipt on **Friday evening (23:59 CST)** with an operational grace period extended to **Sunday 23:59 CST**.
   - Settlement in full is an express condition precedent to dispatch continuation. Unsettled accounts incur automatic administrative suspension on Monday at 07:00 CST to prevent debt accumulation.

4. FOURTEEN-DAY FREE OPERATIONAL TRIAL & ROLLING 14 REFERRALS

1. **14-Day Zero-Fee Promotional Period:** Commencing on the pickup date of Carrier's first load, Dispatcher waives 100% of its dispatch fees ($0.00 service fee) for fourteen (14) consecutive calendar days covering one (1) designated truck unit. Carrier retains 100% of gross freight.
2. **Seamless Transition to Founding Cohort:** Upon conclusion of Day 14 at 23:59 CST, this Agreement automatically transitions to active paid service at the preferential Founding Partner Rate (5.5% Dry Van / 6.0% Reefer) billed weekly, unless Carrier exercises its cancellation right.
3. **Zero-Penalty Cancellation:** Carrier retains the absolute right to cancel service with zero penalty or exit fees by providing simple written notice (SMS or email) prior to 17:00 CST on Day 14.
4. **Rolling 14 Referral Rewards:** For every active Motor Carrier referred by Carrier who signs an agreement and completes their first paid load, Referring Carrier shall earn an additional **fourteen (14) calendar days of 100% free dispatch service** (stacked consecutively).

5. LIMITED POWER OF ATTORNEY (LPOA)

Carrier hereby constitutes and appoints Ahmed Almajdoub d/b/a Almajdoub Dispatch as Carrier's administrative Attorney-in-Fact, granting limited, non-exclusive authority solely for the following business functions:

- Contacting licensed property brokers and shippers on Carrier's behalf to identify and negotiate available freight.
- Executing and transmitting Carrier's pre-approved broker onboarding packets, W-9, and Certificates of Insurance.
- Posting equipment availability and sourcing freight across electronic load boards (DAT One, Truckstop, Direct Freight).
- Signing and transmitting Broker Rate Confirmations **strictly and exclusively after receiving express written or verbal approval from Carrier for that specific individual shipment**.

Express Limitations: This Limited Power of Attorney explicitly excludes any right or power to endorse checks, access bank accounts, alter insurance policies, execute long-term leases, or bind Carrier to financial obligations outside individual approved shipment contracts.

6. CORPORATE SUCCESSORSHIP & ASSIGNMENT CLAUSE

> **CORPORATE SUCCESSORSHIP (WYOMING LLC ASSIGNMENT):**
> Carrier acknowledges that Dispatcher currently provides services as an independent sole proprietorship (d/b/a Almajdoub Dispatch). Dispatcher expressly reserves the right to assign, convey, and transfer this Agreement, together with all rights, covenants, and responsibilities herein, to any successor corporate entity (including a single-member Limited Liability Company — LLC organized under the laws of the State of Wyoming or another United States jurisdiction) established, owned, or controlled by Ahmed Almajdoub. Such assignment shall take effect upon written notice to Carrier and shall maintain all existing fee caps, grandfathered rate guarantees (5.5% Dry Van / 6.0% Reefer), and contractual terms in full force and effect without requiring the re-execution of this Agreement.

7. EQUIPMENT SPECIFICATION & OPERATIONAL REQUIREMENTS

Carrier covenants that designated power units meet the following baseline operational and compliance standards:

- Equipment is strictly **53′ Dry Van (Air-Ride)** or **53′ Refrigerated Trailer (Clean, Pre-Cooled)**.
- Carrier maintains active, verified Commercial Auto Liability insurance ($1,000,000 minimum) and Motor Truck Cargo insurance ($100,000 minimum) with reputable US underwriters.
- Driver maintains necessary regional compliance equipment (e.g., approved tire chains for mountain passes, functional load-securing locks, and CARB emissions compliance when accepting California-bound freight).

8. TERMINATION, CONFIDENTIALITY & GOVERNING LAW

1. **Termination for Convenience:** Following the initial 14-day promotional period, either party may terminate this Agreement at any time, with or without cause, upon delivering **forty-eight (48) hours prior written notice** (via email or SMS). Upon termination, all pending paperwork for completed loads shall be delivered immediately, and outstanding dispatch fees for clean delivered loads shall become immediately payable.
2. **Proprietary Confidentiality:** Both parties agree to maintain strict confidentiality regarding customer lists, shipper contacts, broker agreements, and financial arrangements.
3. **Governing Law & Severability:** This Agreement shall be construed and interpreted in accordance with the commercial transportation laws of the United States and the laws of the State of Carrier's principal place of business. If any provision is held invalid, the remainder shall continue in full force.

MOTOR CARRIER ACCEPTANCE & AUTHORIZATION

COMPANY LEGAL NAME:

_____

AUTHORIZED REPRESENTATIVE NAME:

_____

TITLE (OWNER / MANAGING MEMBER / SAFETY DIRECTOR):

_____

AUTHORIZED SIGNATURE:

_____

EXECUTION DATE:

DISPATCHER (BONA FIDE AGENT) ACCEPTANCE

DISPATCHER LEGAL PERSONA:

Ahmed Almajdoub (d/b/a Almajdoub Dispatch)

REPRESENTATIVE NAME & TITLE:

Ahmed Almajdoub — Founder & Principal Dispatcher

OPERATIONS DESK & CONTACT:

Texas Virtual Line: +1 (409) 941-7180
Direct Email: ops@almajdoubdispatch.com

AUTHORIZED DISPATCHER SIGNATURE:

Ahmed Almajdoub

EXECUTION DATE:

DESIGNATED POWER UNIT VIN / UNIT #:

October 29, 2026

✓ **COHORT CERTIFICATION:** Founding Carrier Partner Rate (5.5% Dry Van / 6.0% Reefer) locked in and grandfathered.