BEHLOL MERCHANTS LLC

DISPATCH SERVICES PILOT & LIMITED AGENCY AGREEMENT

THREE-LOAD PERFORMANCE PILOT

Pilot Offer	First three Completed Pilot Loads: $0 dispatch fee.
Carrier Control	Carrier retains final control over load acceptance, trucks, drivers, routes, and operations.
After Load Three	No automatic paid conversion. Ongoing terms require a separate written agreement signed by both Parties.
Commercial Reference	An 8% dispatch fee may be discussed as a starting point only; it is not binding under this Pilot Agreement.
Operating Model	Behlol acts as the Carrier's limited dispatch and administrative agent within the authority granted by this Agreement.

Effective Date _____

Carrier _____

USDOT No. _____

MC No. _____

Pilot Truck _____

PERFORMANCE FIRST. RELATIONSHIP SECOND. NO AUTOMATIC LOCK-IN.

Prepared as a business-ready draft. Final legal review is recommended before execution.

DISPATCH SERVICES PILOT & LIMITED AGENCY AGREEMENT

This Dispatch Services Pilot & Limited Agency Agreement ("Agreement") is entered into as of _____, 20____ ("Effective Date"), by and between:

BEHLOL MERCHANTS LLC, a Wyoming limited liability company ("Behlol," "Dispatcher," or "Dispatch Service"), and _____, a motor carrier operating under USDOT No. _____ and MC No. _____ ("Carrier").

Behlol and Carrier may each be referred to as a "Party" and collectively as the "Parties."

1. COMMERCIAL PURPOSE

Carrier operates commercial motor vehicles in the United States and desires assistance with load sourcing, broker communication, rate negotiation, dispatch administration, documentation, and related back-office services.

Behlol provides professional dispatch and administrative support services designed to allow carriers to focus on operating their equipment while Behlol assists with the commercial and administrative work surrounding the movement of the Carrier's trucks.

The Parties wish to begin their relationship through a limited three-load performance pilot so that Carrier may evaluate Behlol based on actual performance rather than promises.

Commercial principle: Carrier retains control of the truck. Behlol earns the opportunity to manage the work behind the truck.

2. THREE-LOAD FREE PILOT

2.1 Pilot Offer

Behlol will provide its ordinary dispatch services for Carrier's first three Completed Pilot Loads without charging Carrier any dispatch service fee.

For purposes of this Agreement, a "Completed Pilot Load" means a load that:

1. is approved by Carrier;
2. is booked for Carrier;
3. is picked up by Carrier; and
4. is successfully delivered.

A cancelled load or TONU shall not count as one of the three Completed Pilot Loads unless the Parties agree otherwise in writing.

2.2 No Dispatch Percentage During Pilot

For the first three Completed Pilot Loads, the dispatch fee is $0.00.

Behlol will not charge Carrier a percentage of the linehaul, fuel surcharge, detention, layover, TONU, or other carrier compensation attributable to those three Pilot Loads.

Carrier remains responsible for its own operating expenses, including fuel, tolls, driver compensation, insurance, repairs, lumper charges where applicable, taxes, equipment expenses, permits, and other costs associated with operating the Carrier's business.

2.3 No Automatic Paid Conversion

The completion of the third Pilot Load does not automatically enroll Carrier into a paid dispatch contract.

After the pilot, the Parties will review the working relationship and may discuss:

- quality of communication;
- negotiated rates;
- gross revenue performance;

- deadhead management;
- lane selection;
- paperwork accuracy;
- broker communication;
- responsiveness;
- driver experience; and
- overall value delivered by Behlol.

If Carrier is satisfied and both Parties wish to continue, the Parties may execute a written Commercial Continuation Addendum establishing mutually acceptable pricing and operating terms.

The Parties acknowledge that an ongoing dispatch fee of approximately eight percent (8%) of agreed load revenue may serve as a starting point for commercial discussions, but no post-pilot percentage or fee shall be binding unless accepted in writing by both Parties.

No signature on this Pilot Agreement alone obligates Carrier to pay an 8% fee after the pilot.

3. APPOINTMENT OF BEHLOL AS LIMITED DISPATCH AGENT

Carrier hereby appoints Behlol, on a non-exclusive basis, as Carrier's limited dispatch and administrative agent solely for the purposes described in this Agreement.

Behlol shall perform such services on behalf of Carrier, under Carrier's motor-carrier authority, subject to Carrier's instructions, for Carrier's benefit, and subject at all times to Carrier's ultimate control over its trucks, drivers, routes, and acceptance of freight.

This Agreement does not authorize Behlol to hold itself out as the motor carrier transporting the freight and does not transfer Carrier's operating authority to Behlol.

4. SERVICES BEHLOL MAY PROVIDE

Subject to Carrier's instructions, Behlol may assist with the following services:

Load and Market Operations

- searching available freight;
- reviewing load-board opportunities;
- comparing lanes and market conditions;
- identifying potential reload opportunities;
- considering destination market strength;
- reducing unnecessary deadhead where reasonably possible;
- developing multi-load or return-lane strategies.

Broker Communication

- contacting freight brokers and authorized intermediaries on Carrier's behalf;
- requesting load information;
- negotiating proposed rates;
- communicating Carrier's equipment availability;
- confirming pickup and delivery requirements.

Dispatch Administration

- obtaining and reviewing rate confirmations;
- transmitting documentation between Carrier and brokers;
- helping complete carrier packets and broker setup documentation;
- coordinating pickup and delivery information;
- communicating appointment information;
- communicating reasonable updates between Carrier, driver, and broker.

Revenue Protection and Follow-Up

Behlol may assist Carrier with follow-up concerning:

- detention;

- layover;
- TONU;
- additional stops;
- approved accessorial charges;
- revised rate confirmations;
- other compensation contractually owed to Carrier.

Documentation

Behlol may assist with organizing:

- rate confirmations;
- bills of lading;
- proof of delivery;
- carrier packets;
- broker correspondence;
- invoices or factoring-support documentation;
- related dispatch records.

Behlol does not guarantee that a broker or third party will approve or pay any requested accessorial charge.

5. CARRIER RETAINS FINAL CONTROL

Carrier remains the final decision-maker concerning its transportation operations.

Unless Carrier separately grants specific written authority, Behlol shall not intentionally commit Carrier to a load without Carrier or Carrier's authorized representative approving the material load terms.

Carrier may establish standing dispatch parameters including:

Preferred lanes	_____
Restricted or avoided markets	_____
Minimum target rate	_____
Maximum preferred deadhead	_____
Weekly gross target	_____
Home-time requirements	_____

These are operational objectives and preferences and are not guarantees of performance.

6. NO BROKERAGE OR RE-ASSIGNMENT OF FREIGHT

The Parties intend for Behlol to provide dispatch and administrative services on behalf of Carrier and not to function as an unauthorized freight broker.

Accordingly, unless Behlol separately obtains any operating authority legally required for additional activities:

1. Behlol shall act as Carrier's disclosed dispatch representative when arranging potential loads for Carrier.
2. Behlol shall not accept freight into Behlol's own transportation network and thereafter search for an unrelated carrier to move that freight.
3. Behlol shall not take a load accepted for Carrier and independently reassign that load to another motor carrier.
4. Behlol shall not hold itself out as the motor carrier actually transporting the freight.
5. Behlol shall not take possession or physical control of cargo.
6. Behlol shall not accept Carrier's freight payment from brokers, shippers, 3PLs, or factoring companies as Behlol's own funds.
7. Compensation owed to Behlol for dispatch services shall be paid by Carrier pursuant to a written agreement between Carrier and Behlol.

8. Behlol shall not engage in conduct requiring separate broker authority unless the required authority is obtained and the Parties enter into appropriate documentation.

Carrier acknowledges that it maintains ultimate control over freight accepted under Carrier's motor-carrier authority.

7. LOAD-BOARD AND DAT ACCESS

Where Carrier elects to provide Behlol access to DAT or another load-board service:

1. access must be properly authorized by Carrier and the applicable service provider;
2. Carrier shall provide an authorized user seat or other approved access method where required;
3. neither Party shall require the other to circumvent the load board's contractual, security, licensing, or user-access requirements;
4. Behlol shall use Carrier-provided access solely for Carrier-related dispatch activities;
5. Behlol shall use commercially reasonable safeguards to protect login credentials and Carrier information; and
6. Carrier may revoke Behlol's access following termination of this Agreement.

Carrier remains responsible for maintaining its own subscriptions and carrier accounts unless otherwise agreed in writing.

8. CARRIER RESPONSIBILITIES

Carrier represents that it is responsible for maintaining all licenses, registrations, authorities, insurance, equipment, drivers, permits, and legal requirements applicable to its operations.

Carrier shall be solely responsible for:

- FMCSA operating authority;
- USDOT compliance;
- driver qualification;
- hours-of-service compliance;
- ELD compliance;
- vehicle inspection and maintenance;
- cargo securement;
- weight and dimensional compliance;
- insurance;
- safety decisions;
- route legality;
- fuel;
- tolls;
- taxes;
- driver compensation;
- cargo possession;
- actual transportation of freight.

Carrier shall not instruct Behlol to misrepresent Carrier's operating authority, equipment, insurance, driver status, location, or capacity.

Carrier shall promptly notify Behlol of any suspension, revocation, lapse, cancellation, or material restriction concerning Carrier's operating authority or insurance.

9. NO GUARANTEE OF LOADS, RATES, OR REVENUE

Behlol will use commercially reasonable efforts to assist Carrier in finding suitable freight and negotiating commercially favorable terms.

However, freight transportation is affected by market supply and demand, weather, seasonality, fuel costs, geography, broker availability, equipment requirements, driver availability, economic conditions, and other factors beyond Behlol's control.

Accordingly, Behlol does not guarantee:

- a particular rate per mile;
- a particular weekly gross;
- a particular number of loads;
- zero deadhead;
- continuous freight availability;
- broker payment;
- detention approval;
- specific lanes;
- delivery performance;
- profitability.

Any revenue target discussed by the Parties is a commercial objective, not a warranty or guarantee.

10. BROKER AND CUSTOMER CREDIT DECISIONS

Behlol may assist Carrier in reviewing information regarding brokers or counterparties. However, Carrier retains responsibility for deciding whether to conduct business with a particular broker, shipper, factor, or other counterparty.

Behlol does not guarantee the creditworthiness or payment performance of any third party. Carrier should continue using appropriate credit, authority, insurance, fraud-prevention, and identity-verification procedures.

11. CARRIER FUNDS AND FACTORING

Freight revenue belongs to Carrier.

Unless expressly required by law and documented separately, Behlol shall not become an intermediary in the payment of transportation charges between Carrier and broker, shipper, 3PL, factoring company, or other transportation payer.

Carrier shall direct freight payments to Carrier or Carrier's designated factoring company. Any future dispatch fees owed to Behlol shall be separately invoiced or otherwise paid by Carrier according to the signed Commercial Continuation Addendum.

12. INSURANCE AND ALLOCATION OF TRANSPORTATION RISK

Carrier is the motor carrier performing transportation and shall maintain insurance required by applicable law and by Carrier's contracts.

Carrier is responsible for bodily injury, property damage, cargo loss, cargo damage, vehicle operation, driver conduct, accidents, safety compliance, and transportation claims arising from Carrier's operation of commercial motor vehicles.

Behlol does not take custody of cargo and does not assume Carrier's obligations as the transporting motor carrier.

Each Party remains responsible for its own negligence, misconduct, contractual breaches, and legal obligations.

13. INDEMNIFICATION

To the extent permitted by applicable law, Carrier shall defend and indemnify Behlol and its officers, employees, contractors, and representatives from third-party claims arising primarily from:

- Carrier's transportation of freight;
- operation of Carrier's vehicles;
- bodily injury or property damage caused by Carrier;
- cargo loss or damage while in Carrier's possession;
- Carrier's regulatory violations;
- Carrier's drivers;
- Carrier's insurance failures;
- materially inaccurate information supplied by Carrier.

Behlol shall be responsible for claims to the extent directly caused by Behlol's gross negligence, willful misconduct, fraud, or material breach of this Agreement.

Neither Party shall be required to indemnify the other for the other Party's own fraud, willful misconduct, or gross negligence.

14. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, Behlol shall not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits arising from market conditions, broker nonpayment, mechanical failure, driver conduct, shipment delay, freight rejection, accident, cargo damage, or regulatory action not directly caused by Behlol.

Except for fraud, willful misconduct, confidentiality violations, or obligations that cannot legally be limited, Behlol's aggregate contractual liability arising from this Agreement shall not exceed the dispatch fees actually paid to Behlol during the three months immediately preceding the event giving rise to the claim.

During the free Pilot Period, the Parties acknowledge that no dispatch fees are paid. This limitation shall not eliminate liability that cannot legally be waived.

15. CONFIDENTIALITY

Each Party may receive confidential commercial information from the other. Confidential information may include:

- broker contacts;
- rates;
- lane strategies;
- customer information;
- pricing;
- driver information;
- operational procedures;
- passwords and account information;
- financial information;
- proprietary business methods.

Neither Party shall intentionally disclose the other Party's confidential information except as necessary to perform this Agreement, to employees or contractors with a legitimate need to know, as required by law, or with the other Party's consent.

These confidentiality obligations survive termination of the Agreement.

16. INDEPENDENT CONTRACTOR RELATIONSHIP

Behlol is an independent contractor providing administrative and dispatch services.

Nothing in this Agreement creates an employment relationship, partnership, joint venture, ownership interest, or general agency relationship beyond the limited dispatch authority expressly granted herein.

Neither Party may bind the other except to the extent expressly authorized by this Agreement or subsequent written authorization.

17. CFO AND COMMERCIAL APPROVAL

Behlol's operational dispatch personnel may perform ordinary dispatch activities within the authority granted by this Agreement.

However, material commercial decisions concerning Behlol, including permanent pricing changes, discounts after the Pilot Period, extension of credit, refund commitments, waiver of material fees, unusual payment arrangements, revenue-sharing structures, and material deviations from Behlol's approved commercial terms shall require written approval from Behlol's Chief Financial Officer ("CFO") or another authorized finance executive.

No employee, dispatcher, sales representative, or contractor lacking such authority may bind Behlol to a material financial concession.

This clause is intended to maintain financial discipline, transparency, and consistent treatment of Behlol's carrier partners.

18. POST-PILOT BUSINESS REVIEW

After the third Completed Pilot Load, Behlol and Carrier may conduct a commercial review. The review may consider:

Financial Performance

- gross revenue;
- average rate per loaded mile;
- total miles;
- deadhead miles;
- revenue per total mile;
- accessorial recovery.

Operational Performance

- broker response times;
- load-selection quality;
- documentation;
- communication;
- driver experience;
- market positioning;
- reload planning.

Relationship Quality

- responsiveness;
- transparency;
- reliability;
- professionalism;
- fit between the Parties.

If the Parties determine that continuing together is commercially beneficial, they may execute a Commercial Continuation Addendum containing the final dispatch percentage, invoicing procedure, payment timing, service scope, and any additional agreed terms.

Behlol intends to earn Carrier's continuing business through performance rather than contractual lock-in.

19. TERM AND TERMINATION

This Agreement begins on the Effective Date. During the Pilot Period, either Party may terminate this Agreement by written notice.

Carrier will not owe Behlol a termination fee for ending the relationship during the three-load free pilot.

Termination does not affect obligations relating to confidentiality, accrued rights, unauthorized use of accounts, indemnification, dispute resolution, or obligations expressly stated to survive termination.

Upon termination, each Party shall reasonably cooperate in returning or disabling confidential account access belonging to the other Party.

20. GOOD-FAITH BUSINESS CONDUCT

The Parties agree to conduct their relationship professionally and in good faith.

Neither Party shall knowingly:

- falsify transportation documents;

- misrepresent operating authority;
- misrepresent insurance;
- engage in double brokering;
- impersonate another transportation entity;
- improperly alter rate confirmations;
- conceal material load terms;
- instruct the other Party to engage in unlawful conduct.

If Behlol reasonably believes a proposed transaction involves fraud, double brokering, identity theft, regulatory violations, or other unlawful activity, Behlol may decline involvement in that transaction.

21. ELECTRONIC COMMUNICATIONS AND APPROVALS

The Parties acknowledge that dispatch operations commonly require rapid communications.

Unless Carrier provides contrary written instructions, approvals and instructions may be communicated through agreed business channels, including email, SMS/text messaging, approved messaging platforms, or dispatch-management systems.

Electronic signatures and electronically transmitted copies of this Agreement shall be treated as originals to the extent permitted by law.

22. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wyoming, without regard to conflict-of-law principles, except to the extent federal transportation law or another mandatory law controls.

Before commencing litigation, senior representatives of both Parties shall first attempt in good faith to resolve any dispute through direct business discussions.

Nothing in this Agreement prevents either Party from seeking emergency injunctive relief to protect confidential information, account credentials, intellectual property, or other rights for which monetary damages would be inadequate.

23. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties concerning the Pilot Services and supersedes prior oral or written discussions concerning those services.

Any amendment or post-pilot commercial arrangement must be in writing and accepted by authorized representatives of both Parties.

If any provision is found unenforceable, the remaining provisions shall remain effective to the maximum extent permitted by law. A waiver of one breach shall not constitute a waiver of another breach.

24. MUTUAL ACKNOWLEDGMENT

By signing below, Carrier acknowledges that:

- Carrier has had an opportunity to review this Agreement;
- Carrier retains final control of its trucks and transportation operations;
- the first three Completed Pilot Loads carry no Behlol dispatch fee;
- no ongoing paid arrangement automatically begins after Load Three;
- future pricing requires mutual written agreement;
- Behlol makes no guaranteed revenue or rate promise;
- the Parties intend to build any continuing relationship based on measured performance and mutual commercial benefit.

SIGNATURES

By signing below, each signatory represents that he or she is authorized to sign on behalf of the identified Party or approving function.

BEHLOL MERCHANTS LLC	FINANCIAL / COMMERCIAL APPROVAL
Authorized Representative: _____	**Name:** _____
Name: _____	**Title:** Chief Financial Officer / Authorized Finance Representative
Title: _____	**Signature:** _____
Signature: _____	**Date:** _____
Date: _____	

CARRIER

Legal Company Name _____

DBA, if applicable _____

USDOT No. _____

MC No. _____

Authorized Representative _____

Title _____

Signature _____

Date _____

Business Address _____

Email _____

Phone _____

EXHIBIT A - CARRIER OPERATING PROFILE

Complete this profile before dispatch begins. It establishes operating preferences and commercial targets; it does not guarantee market outcomes.

CARRIER OPERATING PARAMETER	INFORMATION
Equipment Type	_____
Number of Trucks Initially Assigned	_____
Pilot Truck Number	_____
Trailer Type/Size	_____
Truck Current Location	_____
Home Base	_____
Preferred Lanes	_____
Markets to Avoid	_____
Weekly Gross Target	$_____
Target Rate / Mile	$_____
Maximum Preferred Deadhead	miles_____
Home-Time Requirement	_____
Factoring Company, if applicable	_____
Preferred Communication	_____
Driver Contact	_____

EXHIBIT B - THREE-LOAD PILOT SCORECARD

Use this scorecard to review the pilot based on measurable operating results rather than impressions alone.

LOAD 1

Origin _____

Destination _____

Gross Load Revenue $_____

Loaded Miles _____

Deadhead Miles _____

Rate / Loaded Mile $_____

Result / Notes _____

LOAD 2

Origin _____

Destination _____

Gross Load Revenue $_____

Loaded Miles _____

Deadhead Miles _____

Rate / Loaded Mile $_____

Result / Notes _____

LOAD 3

Origin _____

Destination _____

Gross Load Revenue $_____

Loaded Miles _____

Deadhead Miles _____

Rate / Loaded Mile $_____

Result / Notes _____

POST-PILOT DECISION

[ ] Pilot completed - Carrier wishes to discuss continued services.

[ ] Additional commercial discussion required.

[ ] Parties mutually agree not to continue at this time.

COMMERCIAL CONTINUATION TERMS - ONLY IF BOTH PARTIES ELECT TO CONTINUE

Proposed ongoing dispatch fee	_____ %
Billing basis	_____
Payment timing / frequency	_____
Effective start date	_____
Any minimum commitment	None unless expressly stated: _____
Termination / notice terms	_____
Other negotiated terms	_____

No post-pilot services, percentage, minimum commitment, or other commercial term becomes binding until accepted in writing by authorized representatives of both Parties.

POST-PILOT ACCEPTANCE - COMPLETE ONLY IF CONTINUING

BEHLOL AUTHORIZED REPRESENTATIVE	FINANCIAL / CFO APPROVAL	CARRIER AUTHORIZED REPRESENTATIVE
Name: _____	**Name:** _____	**Name:** _____
Signature: _____	**Signature:** _____	**Signature:** _____
Date: _____	**Date:** _____	**Date:** _____

END OF AGREEMENT