



DISPATCH SERVICE AGREEMENT

This Dispatch Service Agreement (the "Agreement") is entered into this ____ day of _____, 2026, by and between **Circle 7 Dispatch Service LLC**, an Arizona limited liability company, with its principal place of business at www.umbrella365.net; Attn: Maria; (623) 269-3019; circle7d365@gmail.com ("COMPANY"), and _____ ("CLIENT").

SECTION 1: CLIENT'S GENERAL DUTIES

CLIENT, in a professional manner, will deliver consumer items and freight cargo items for brokers and customers and perform such other transportation and related services as may be necessary to serve customers. CLIENT shall maintain all required federal and state licenses, permits, and operating authorities necessary to perform such services.

SECTION 2: COMPANY'S GENERAL DUTIES

COMPANY will provide administrative support to assist with the freight booking process for CLIENT. This includes identifying potential loads, communicating with brokers, and preparing administrative paperwork. **Maria is the primary contact for all operations under this Agreement.**

SECTION 3: COMPENSATION

As consideration for the administrative services provided by COMPANY, CLIENT agrees to pay COMPANY a **flat five percent (5%) fee of gross load pay per load** (the "Flat 5% Fee"), as further set forth in **Exhibit B**, attached hereto. The parties agree that the **Flat 5% Fee** is the primary pricing feature of

COMPANY's services under this Agreement. Fees are deemed earned by COMPANY immediately upon the broker's or shipper's signature on the Rate Confirmation for a specific load.

SECTION 4: TERM AND TERMINATION

This Agreement may be terminated: (a) by mutual consent; (b) immediately by COMPANY upon CLIENT's failure to pay fees as outlined in Exhibit B; (c) without cause at any time upon written notice by either party; or (d) with cause upon the breach of this agreement by either party.

SECTION 5: INDEPENDENT CONTRACTOR

The relationship between COMPANY and CLIENT is that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. COMPANY is an administrative agent for CLIENT and is not an agent or employee of any broker or shipper.

SECTION 6: LIMITATION OF LIABILITY

COMPANY is an administrative service provider only. COMPANY shall not be liable for any cargo damage, vehicle accidents, property damage, personal injury, fatalities, or loss of revenue (including but not limited to broker cancellations or "tonu" claims). CLIENT agrees to indemnify and hold COMPANY harmless from any and all claims arising from CLIENT's transportation operations.

SECTION 7: NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year following its termination, CLIENT shall not, directly or indirectly, solicit, hire, or attempt to hire any dispatcher, employee, or contractor of COMPANY without the express written consent of COMPANY.

SECTION 8: LABOR AND HOLD HARMLESS

CLIENT shall, at its own expense: (a) furnish whatever labor is necessary to provide delivery services to brokers and shippers, and (b) provide Worker's Compensation and Employer's Liability Insurance if necessary. CLIENT shall also be responsible for payment of wages, social security, and withholding taxes for any of its employees. CLIENT agrees to indemnify and hold COMPANY harmless from any claims or liabilities arising from CLIENT'S labor or employment practices.

SECTION 9: SAFETY AND COMPLIANCE

CLIENT is fully and exclusively responsible and liable for the safety and compliance of its operation, including adherence to all Federal Motor Carrier Safety Administration (FMCSA) regulations, Department of Transportation (DOT) standards, and state and local laws.

SECTION 10: CONTROL AND EXCLUSIVE USE

CLIENT maintains full and absolute control over the operation of its equipment, including the choice of any routes, points of service of equipment, rest stops, and the timing and scheduling of customer deliveries. COMPANY provides suggestions and administrative logistics, but the final operational decision remains solely with the CLIENT.

SECTION 11: GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in Maricopa County, Arizona.

SECTION 12: DISCLOSURE

COMPANY is not a freight broker, but an administrative agent acting as a liaison between licensed motor carriers and freight brokers. COMPANY does not take legal possession of cargo or arrange for the transportation of freight for compensation under its own motor carrier authority.

EXHIBIT B: PAYMENT TERMS

- Flat Fee: 5% of gross load pay for all loads.
 - All fees are due and payable upon receipt of invoice following the signature of the rate confirmation.
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LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ("CLIENT") hereby appoints **Circle 7 Dispatch Service LLC** ("COMPANY") as its true and lawful Attorney-in-Fact.

PURPOSE: To act in the name, place, and stead of CLIENT to contract loads and perform all acts necessary to facilitate freight movement on behalf of the CLIENT. This includes the execution of Broker-Carrier Agreements, Rate Confirmations, and other administrative documents required for the transport of cargo.

AUTHORITY: COMPANY is granted full power and authority to perform every act necessary to fulfill the specific purposes set out herein, as fully as CLIENT might do if personally present.

LIMITATIONS: This authority is limited solely to the administrative functions of dispatching and logistics. **This Power of Attorney does not grant COMPANY any authority over CLIENT'S financial bank accounts, credit lines, or company ownership/corporate structure.**

DURATION: This Limited Power of Attorney shall remain in full force and effect until revoked by CLIENT in writing. Such revocation must be sent via mail or email to COMPANY and shall be effective upon confirmed receipt.

CLIENT SIGNATURE: _____

TITLE: _____

DATE: _____