## **POWER OF ATTORNEY**

This Power of Attorney ("POA") is dated as of the date the Principal agrees to the execution of this Power of Attorney by clicking on the acceptance button (the "Effective Date") by and between FMCA Filings, LLC a Missouri limited liability company located at 711 W Main St. #1022, Leesburg, FL 34748 ("Agent" "our" "us" or "we") and Principal whose name is given in the Carrier Information section of application and customer agreement ("Principal" "your" "you").

WHEREAS, the Agent is in the business of assisting individuals and entities to apply for the United States Department of Transportation (DOT) numbers, motor carrier (MC) numbers, freight forwarders (FF) numbers, and similar identification and authorization numbers (together the "Authorization Numbers");

WHEREAS, the Agent applies for the Authorization Numbers by filling out and filling the OP-1 Applications (including the OP-1(P), OP-1(B), OP-1(FF)); DOT Applications; DOT and MC Number Applications; Authority Applications; FMCSA Applications; URS Applications, and similar or related forms and applications (together the "Applications");

WHEREAS, the Agent files the Applications with the Federal Motor Carrier Safety Administration (FMCSA) and similar institutions (together the "Sanctioned Agencies") using the Unified Registration System (URS) or similar systems (together the "Application System"); and

WHEREAS, the Principal wishes to give authority to the Agent to obtain the Authorization Numbers, to fill out and file the Applications with the Sanctioned Agencies through the Application Systems.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Principal (together referred to as the "Parties", and each individually as a "Party") agree as follows:

- 1. **Grant of Authority**. The Principal hereby appoints the Agent as their true and lawful attorney-in-fact and grants the Agent full power and authority to do and perform all acts necessary and incidental to the attainment of the Authorization Numbers and the filing of the Applications with the Sanctioned Agencies through the Application Systems, including but not limited to:
  - (a) Gathering all necessary information for the Applications.
  - (b) Completing, signing, and submitting any and all Applications and related documents on behalf of the Principal.
  - (c) Providing all required information and documentation to the Sanctioned Agencies in connection with the Applications.
  - (d) Communicating with the Sanctioned Agencies and any other relevant entities regarding the Applications.

- (e) Receive the Authorization numbers on the Principal's behalf.
- (f) Taking any and all actions necessary to obtain, maintain, and renew the Authorization Numbers on behalf of the Principal.
- 2. **Ratification of Actions and Reliance**. The Principal hereby ratifies and confirms all acts lawfully performed by the Agent pursuant to this Power of Attorney. Any person, including the Agent, may rely upon the validity of this POA or a copy of it unless that person has actual knowledge it has terminated or is invalid.
- 3. Other Agreements. The Principal and Agents have executed other agreements wherein the Principal may have hired the Agent to provide certain services ("Transaction Documents"). This POA does not create an obligation for the Agent to provide any services to the Principal but does provide the authorities outlined herein for the Agent to provide services as outlined in the Transaction Documents.
- 4. **Term and Termination**. This Power of Attorney shall remain in full force and effect until the Application purchase by the Principal for the Agent to work on has been approved or this POA is terminated by either Party. Either Party may terminate this POA at any time by informing the other Party in writing. If the POA is terminated, the Agent may not be able to take the necessary actions to obtain the Authorization Numbers; thus, the Agent may promptly cease all activities related to the filing of Applications and obtaining Authorization Numbers on behalf of the Principal.
- 5. **Application Information**. The Principal shall provide the Agent with all relevant information, documents, and authorizations necessary for the completion and filing of the Applications. The Principal acknowledges that the accuracy and completeness of the information provided to the Agent is completely dependent on the Principal, and that accurate and complete information is essential for the successful acquisition of Authorization Numbers. The Principal guarantees that all information it provides to the Agent shall be accurate and complete.
- 6. **Representation of Authority**. The Principal represents and warrants that it has full legal capacity and authority to enter into this POA and to grant the Agent the authority described herein. If the Principal is an entity, the individual executing this agreement on behalf of the entity hereby represents and warrants that they have the authority to bind the entity to the terms and conditions herein. The Principal shall provide the Agent with any necessary documentation or evidence of such authority upon request.
- 7. **Indemnification**. The Principal agrees to indemnify and hold the Agent harmless from any claims, liabilities, damages, or expenses (including reasonable attorney fees) arising out of or related to any inaccuracies, omissions, or misrepresentations in the information provided by the Principal or any failure by the Principal to fulfill its obligations under this Power of Attorney or any of the Transaction Documents.

- 8. **Disclaimer**. The Principal acknowledges and agrees that the appointment of the Agent as attorney-in-fact does not guarantee the successful acquisition of the Authorization Numbers. The Agent makes no representations or warranties, express or implied, regarding the likelihood or certainty of obtaining the Authorization Numbers through the filing of the Applications. Furthermore, the Principal acknowledges that the filing of the Applications with the Sanctioned Agencies is subject to their respective review and approval processes. The Principal understands that the Sanctioned Agencies have the discretion to reject any Application for any reason, including but not limited to incomplete or inaccurate information, failure to meet regulatory requirements or other grounds.
- 9. **Limitation of Liability**. The Principal hereby releases and forever discharges the Agent from any and all liability, claims, damages, losses, or expenses arising out of or related to the success or failure to obtain the Authorization Numbers, including but not limited to any rejection of the Applications by the Sanctioned Agencies. The Principal agrees to indemnify and hold harmless the Agent from any claims or liabilities asserted against the Agent arising from such rejection.
- 10. **Notice**. Any notice required hereunder shall be in writing delivered by email, U.S. First Class Certified Mail, or through a national carrier with signature confirmation. Notices to the Principal are effective when delivered to the addresses on record with the Agent. A notice is effective if the delivering party can show that it was received by the intended recipient even if not made as directed by this provision.
- 11. **Miscellaneous**. The Principal acknowledges and agrees that this POA, cannot be assigned by the Principal, may be assigned by the Agent, does not confer any rights or remedies upon any third-party not specifically mentioned herein; contains the Parties entire agreement on the subject herein; may only be amended by a writing signed by both Parties; shall not allow ambiguous provisions to be construed against the Agent because it was the drafting Party; shall remain in full force and effect even if a provision of the POA is held unenforceable; provisions 2 through 12 shall survive the termination of this POA; is governed by the laws of the State of Florida, irrespective of any conflict of laws statutes, rules, and principles; is executed by the Principal after it had opportunity to seek legal counsel; restricts venue and jurisdiction for any controversies arising out of or related to this POA, solely to the courts located in Orange County, Florida, both state and federal; and requires the non-prevailing party in any civil action to enforce this POA to promptly pay the attorneys' fees of the prevailing party for that action.
- 12. **Signature**. The Principal understands and agrees that clicking the acknowledgment button provided outside this document shall constitute execution of this Power of Attorney. The Principal acknowledges that their electronic acknowledgment serves as their electronic signature and signifies their acceptance of the terms and conditions contained herein. The Principal further acknowledges that such electronic execution shall have the same legal effect as a handwritten signature for all purposes related to this Power of Attorney.

THIS POWER OF ATTORNEY AUTHORIZES ANOTHER PERSON (THE AGENT) TO MAKE DECISIONS FOR YOU (THE PRINCIPAL). YOUR AGENT WILL BE ABLE TO MAKE DECISIONS AND ACT WITH RESPECT TO MATTERS THAT MAY POSITIVELY OR NEGATIVELY AFFECT YOU AND YOU ARE WAIVING ANY CLAIMS AGAINST THE AGENT FOR TAKING THESE ACTIONS.

IN WITNESS WHEREOF, the parties hereto have caused this POA to be executed as of the Effective Date by their respective duly authorized officers through electronic signature.