

Commercial Trucking Application & Quote for: Swearingen Enterprise LLC

Quote can be bound if all application information in this document is correct. If any discrepancies are found or any conditions of coverage are not met, your policy may be subject to automatic price change, non-renewal, or cancellation. **Quote is valid for 30 days.**



Insured Name:	Swearingen Enterprise LLC
Address:	6250 RIVERVIEW RD SE SMYRNA, GA 30126
Policy Term:	From: <u>May 6, 2023</u> To: <u>May 6, 2024</u>
Broker Contact:	CLEAR WATER INSURANCE LLC - TIMOTHY WILSON (TIM@CLEARWATERAGENCY.NET)
Issued On:	May 5, 2023 12:21:05 EST (Eastern Standard Time)

Surplus Lines Notice: Georgia

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

Safe Driver Program

Rewarding those whose mission is to make the roads safer

Safety Benefits

- All related costs of the Safe Driver Program already included in this quote
- Includes a dual-facing dash camera event recorder and driver coaching.
 - No professional installation needed; plug-and-play ready
 - Your privacy is of the utmost importance; dash camera footage is only captured in the event of an incident or accident. Camera cannot record when vehicle is off
 - In the event you demonstrate unsafe driving behavior, you'll receive phone-based coaching from a real human
 - The camera also has the ability to provide verbal feedback in real-time
 - Through guidance on how to improve your safety score, you'll know exactly what you can do to reduce aggressive driving / save money
 - **Less accidents = Less claims = Better rates**

Claim Benefits

- Camera footage is extremely helpful during a disputed claim
- By showing the driver is not at fault, we are able to avoid paying out claims that would otherwise increase the cost of insurance for the truck company unfairly
- In some cases, a no-fault claim can put a trucking company out of business if they are not able to get a quote due to their loss history
- Having a camera can help reduce losses and save a business
- **All claims must be reported immediately** so we can properly investigate and prepare for your defense if needed. The sooner the claim is reported, the quicker we can help!

Please see brochure included with this quote document for additional information

NOTE: ALL FEES ARE FULLY EARNED AT INCEPTION**Subjectivities**

1. **Subject to Underwriting Review and Approval**
2. Any discrepancies in FMCSA/SAFER data vs this application must be explained and are subject to Underwriting review and approval
3. Any shared equipment, facilities or contacts (aka possible chameleon carrier review) must be explained and are subject to Underwriting review and approval
4. AL only: Policy must be financed by Cover Whale with monthly auto-pay. Outside financing not accepted.
5. **Documents Required To Bind Coverage:**
 - o Hard copy MVR - not older than 30 days
 - o New Venture Supplemental with Driver Experience History
 - o Application
 - o Signed UM/UIM/PIP Selection or Rejection Form
 - o Signed and fully completed Diligent Effort Affidavit
 - o Signed TRIA Rejection (or acceptance) Letter
 - o Signed Premium Finance Agreement
6. The insured is required to participate in the Cover Whale's Fleet Intelligence Program. The program involves a dash camera, fleet monitoring and driver coaching provided. The program cost is included in the total cost of this policy. The insured is required to install and activate the camera equipment immediately after delivery. Please see brochure included with this quote document for additional information.
Failure to comply with these requirements may result in cancellation of your policy
7. As part of this quote the insured is required to participate in the ELD data share and FAIR driving score program (no cost to insured).
Failure to comply with these requirements may result in cancellation of your policy
8. Quote is based on this digital application - NOT any uploaded files or documents you provided.
9. Please review the quote letter for accuracy. The agent is responsible for notifying us of any changes to be made on this quote and schedule. Any changes may result in a change in premium.
10. **Any change in this application info voids this quote and a new quote is required to bind**
11. Rate and eligibility may change depending Hard Copy Loss Runs and MVR results.
12. **Owners who are drivers must be scheduled.**

MGA DISCLAIMER: Cover Whale is a General Agency with professional responsibility only to the insurance carrier. Cover Whale has not entered into any agency relationship with or on behalf of the insured and as such has made no representations or recommendations to the insured with respect to any aspect of insurance including limits, sufficiency of coverage, type of coverage, policy terms. We rely solely on the documentation as disclosures made by the producer when procuring the coverage requested.

DILIGENCY EFFORT: This Certifies that a diligent effort to procure a quote with an Authorized/Standard insurer was attempted in compliance with state law. We provide this quote based on the producer acknowledges they have attempted to procure an Authorized/Standard insurer quote. Cover Whale cannot place or bind coverage if the producer is not compliant with state guidelines on Surplus line placements.

The Terms and conditions of this quotations may not comply with the specifications submitted and coverage provided may be different than requested. Please read quote carefully and compare it against your specification request.

Commercial Truck Insurance

Premium Finance Details

Down Payment	\$7,921.80
Number of Payments	9
Payment Amount	\$2,502.95
Effective APR	18.49%

Price Indication Summary

Coverage	Total Cost
Automobile Liability	\$27,546.05
Automobile Physical Damage	Excluded
Motor Truck Cargo	\$1,260.48
Truckers General Liability	Excluded
Non-Trucking Liability	Excluded
Total Cost	\$28,806.53

See following pages for details and subjectivities

Commercial Automobile Liability Price Indication

For monthly payment, see finance agreement

Yearly Payment	Taxes and Fees	Tax Rate	Taxable
\$27,546.05 Includes all Taxes and Fees	Policy Fee: \$500.00	N/A	Y
	Underwriting Fee: \$499.00	N/A	Y
	Surplus Lines Tax: \$1,059.46	4%	N/A
	Stamping Fee: \$0.00	0%	N/A

Carrier
Accredited Specialty Insurance Company Carrier Rating: Non-Admitted, A- (Excellent), Stable* * Check AM Best for latest changes

Premium Detail

Coverage	Premium
Automobile Liability	\$25,087.59
Medical Payments	\$100.00
Uninsured/Underinsured Motorists/Property Damage	\$300.00
Premium Subtotal (AL)	\$25,487.59

Motor Truck Cargo (\$100,000)

Price Indication

For monthly payment, see finance agreement

Yearly Payment	Taxes and Fees	Tax Rate	Taxable
<p>\$1,260.48 Includes all Taxes and Fees</p>	Policy Fee: \$200.00	N/A	Y
	Underwriting Fee: \$0.00	N/A	Y
	Surplus Lines Tax: \$48.48	4%	N/A
	Stamping Fee: \$0.00	0%	N/A

Carrier
<p>Trisura Specialty Insurance Company</p> <p>Carrier Rating: Non-Admitted, A- (Excellent) * Check AM Best for latest changes</p>

Premium Detail

Coverage	Premium
Motor Truck Cargo (Rate: \$1,012.00 per Power Unit)	\$1,012.00
Trailer Interchange (Rate: \$0 per Power Unit)	\$0.00
Premium Subtotal (MTC)	\$1,012.00

Commercial Automobile Liability

Coverages and Limits

Coverages	Covered Autos Symbol	Limit or Deductible
Covered Autos Liability (Bodily Injury / Property Damage)	67	\$1,000,000.00
Personal Injury Protection (Or Equivalent No-fault Coverage)	67	NOT COVERED
Uninsured Motorists (UM)	67	\$75,000
Underinsured Motorists (UIM) (When Not Included In Uninsured Motorists Coverage)	NOT COVERED	NOT COVERED
UM/UIM Property Damage	67	\$75,000
Auto Medical Payments	67	\$5,000

Symbol	Description Of Covered Auto Designation Symbols	
67	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).

Schedule of Forms

Commercial Automobile Liability

Form Name	Form Number
TRUCKERS - UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT FORM UIIE - 1	CA 23 17 11 20
EARLIER NOTICE OF CANCELLATION PROVIDED BY US	CA 04 22 11 20
MOTOR CARRIER COVERAGE FORM	CA 00 20 11 20
EXPLOSIVES	CA 23 01 10 13
WRONG DELIVERY OF LIQUID PRODUCTS	CA 23 05 10 13
EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM	CA 23 85 10 13
SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE	CA 23 94 10 13
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	CA 04 43 11 20
CALCULATION OF PREMIUM	IL 00 03 09 08
U.S. TREASURY DEPARTMENT'S OFAC NOTICE	IL P 001 01 04
EXCLUSION OF TERRORISM	CA 23 84 10 13
GEORGIA CHANGES	CA 01 09 10 13
GEORGIA CHANGES - CANCELLATION AND NONRENEWAL	IL 02 62 02 15
GEORGIA UNINSURED MOTORISTS COVERAGE - REDUCED BY AT-FAULT LIABILITY LIMITS	CA 21 11 10 13
PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION	CA 04 49 11 16
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS	CA 99 48 10 13
Cover Whale Policy Jacket (Auto Liability) - Georgia	CWIS Cover AL GA 11 20
ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980	MCS 90 06 21
COMMON POLICY CONDITIONS	IL 00 17 11 98
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	IL 00 21 09 08
AL DEC TAXES, FEES, AND TOTAL COST	CW AL DEC SUM 06 22
UIIA - LESSOR - ADDITIONAL INSURED AND LOSS PAYEE	UIIA CA 20 01 11 20
TRUCKERS - UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT FORM UIIE - 1	CA 23 17 11 20
COVER WHALE MOBILE APP NOTICE	CW APP 11 22
CYBER LOSS EXCLUSION - ASI	CW HALE 0006 12 22

Form Name	Form Number
VIRUS OR BACTERIA EXCLUSION - ASI	CW HALE 0005 12 22
UNSCHEDULED DRIVER EXCLUSION - ACCREDITED SPECIALTY	CW HALE 0007 12 22
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION (CYBER EXCLUSION) - ACCREDITED SPECIALTY	CW HALE 0003 12 22
COMMUNICABLE DISEASE EXCLUSION FOR AUTOMOBILE LIABILITY COVERAGES - ASI	CW HALE 0002 12 22
SANCTION LIMITATION AND EXCLUSION - ASI	CW HALE 0004 12 22
MOTOR CARRIER DECLARATIONS - ISO AS (NON-ADMITTED)	AS ISO CA DS 21 11 20 01
CWIS ID CARD - ACCREDITED SPECIALTY	CWIS ID Accredited Specialty 12 22
CW CLAIM NOTICE - ACCREDITED	CW HALD 0003 01 23
PRIVACY NOTICE - ASI	CW HALD 0001 07 21
SERVICE OF SUIT - ASI	CW HALD 0000 06 21

Motor Truck Cargo (\$100,000)

Coverage and Limits

Coverage Limits		Limit
Covered Vehicle Limit -- Any one Covered Vehicle:		\$100,000
Loss Limit -- Any once Occurrence:		\$100,000
Coverage Extensions		Limit
Refrigeration Breakdown Coverage		Excluded
Unattended Covered Vehicle Coverage		\$100,000
Debris Removal Coverage		\$10,000
Optional Endorsements		Limit
Trailer Interchange Endorsement		Excluded
Deductible		Limit
Deductible Amount -- Each and every Occurrence, except as stated in the Optional Endorsements		\$1,000
Refrigeration Breakdown Coverage		Excluded

Schedule of Forms

Motor Truck Cargo

Form Name	Form Number
Surplus Lines Notice (Multi-State)	CW SL 12 20
State Fraud Warnings	CW SFW 01 21
Cover Whale Motor Truck Cargo	CWIS MTC 02 21
UNDECLARED DRIVER EXCLUSION	CW CA 402 11 20
TRAILER INTERCHANGE COVERAGE	CA 23 98 10 13
Motor Truck Cargo Declarations	CW MTC CA DS 21 09 21
Refrigeration Breakdown Coverage	CW RB 123 09 21
MTC DEC TAXES, FEES, TOTAL COST	CW MTC DEC SUM 06 22
CLAIMS NOTICE CW	CW Claim Notice 10 22
COVER WHALE MOBILE APP NOTICE	CW APP 11 22

Vehicle Schedule

It is hereby noted and agreed that only the vehicle(s) specified in the schedule are covered:

VIN	Year	Make/Model	Class	Body Type	Loss Payee
3C6TRVAG3JE109497	2018	RAM/1500 PROMASTER	3	Utility Van	None
Garage Location: 6250 RIVERVIEW RD SE, SMYRNA , GA 30126					

Trailer Schedule

Trailers are Excluded and not covered under this Policy

Driver Schedule

It is hereby noted and agreed that the vehicle(s) and trailer(s) specified in the schedule are only covered while being operated by the following person(s):

First Name	Last Name	License State	License Number	Date of Birth	Years Exp	Date of Hire	Accidents	Violations	Suspensions	Major Violations	Excluded (Y/N)
TOMMY	SWEARINGEN III	GA	056324260	Apr, 29 1995	2.00	May, 05 2023	0	0	0	0	N (Covered)

Your insurance company may receive driving information including dangerous driving events. The insured will be given proper notice to take corrective action and training. However, if dangerous driving continues your policy may be changed or cancelled midterm due to failure to comply with insurance company recommendations for safe driving.

Driver Guidelines:

- MVR provided must be less than 30 days old
- Drivers 23 years old - 70 years old
- Drivers over 65 must provide a medical form
- Driver must have 2 years of continuous commercial driving experience with like vehicle CDL include required endorsements
- No more than 3 minor moving violations for prior three years
- No More than 1 accident for prior three years
- Driver excluded for the following major violations: (prior five years)
 - Alcohol or drug related offenses including driving under the influence, open container, possession, or refusal of a BAC test
 - Vehicular homicide or assault
 - Any felony involving the use of a motor vehicle
 - Any false information for a police report
 - Any restricted driving privileges (such as limited driving to/from work)
 - Leaving the scene of an accident or hit-and-run accident
 - Careless driving, reckless driving, negligent driving, exhibition of a speed contest, or racing
 - Speed of 20 mph or more over the posted speed limit
 - Attempting to elude a police officer
 - Driving while revoked or suspended
 - Texting or use of a cell phone while driving
 - Violating an out of service order

Cover Whale does not make hiring or firing decisions for our customers. Hiring drivers that do not meet these Transportation Underwriting Guidelines may result in premium increases, cancellation or non-renewal of coverage.

Commodities

Commodity	% of Hauls
General merchandise	100%

Terminals

Address	City	State	Zip
6250 RIVERVIEW RD SE	SMYRNA	GA	30126

Scheduled Policy Acknowledgement

I understand any policy bound is on a scheduled basis and that only the listed Vehicles, Trailers, and Drivers would be covered by the policy. Vehicles, Trailers, and Drivers not listed are excluded from the policy and not covered.

I will report any new Vehicles, Trailers, and Drivers to the Company to request they be added to the policy.

I understand that the Company must approve the request and that changes to the policy are not automatically approved upon request.

Application Questionnaire

Question	Answer
Best description of your operation	• Local Trucker

Question	Answer
<p>Does insured conduct any of the following Operations:</p> <ul style="list-style-type: none"> • Ambulance, EMT, Mobile Blood Banks • Armored Cars • Arms, Ammunition, Fireworks • Boat Haulers • Automobile Dismantlers • Boom Trucks • Brokerage • Cannabis Haulers • Carnivals, Circus • Cement Mixers, Pumpers • Coal Haulers • Contractors, Contractor Equipment Mobile Equipment • Cotton Haulers • Courier Services, magazines, news delivery, parcel, film delivery • Drive Away, Transporter Plates • Driving Schools • Dump Trucks S&G • Egg Haulers • Fast food delivery, including restaurant take-out delivery • Final Delivery • Freight Brokerage • Garbage/Refuse • Hazmat, Nuclear, Biological • Household Good Movers • Livestock Transporters • Logging Operations • Milk Haulers • Mobile cranes, Vehicles with buckets • Mobile Home Toters • Mobile Home Toters, Building Movers • Municipal • Operating outside of US • Operations using double/triple trailers • Oversized/Overweight haulers requiring pilot cars • Owned Units, Rented or Leased to Others • Private Passenger Vehicles • Public Livery: Buses, taxis, black car, ride share, shuttle, day care, church • Rental Leasing, Demo Vehicles • Salvage, Scrap Metal • Steel Dealers • Tankers Hauling Flammable Liquids • Towing/Repossession, • Vendor Trucks 	<p>N</p>
<p>Number of Years in Business</p>	<p>0</p>

Question	Answer
Radius of Operations	0-50 Miles: 0% 51-200 Miles: 100% 201-500 Miles: 0% 500+ Miles: 0%
Gross Annual Trucking Revenue (Projected - this Quote)	\$0
Annual Mileage (Projected - this Quote)	0
Do you haul non-owned trailers and require Trailer Interchange coverage?	0
Cargo: Commodities:	General merchandise: 100%
Commodities - Does the insured transport any of the following? <ul style="list-style-type: none"> • Live Animals, Hanging meat • Pharmaceuticals, controlled substances • Arms, ammunition, tobacco, fireworks, fire arms • Autos, Boats, motorcycles, ATV's • Overweight or oversize hauls • Mobile cranes, rigs • Mobile homes, buildings, RV's • Courier operations • Household Goods Movers • Chlorine, liquid gas, LPG, ammonia, Explosive material, Radioactive Materials • Fine arts, Furs, Money, currency, bullion, precious stones, jewelry, antiques • Human tissue, organs, specimens 	N
Refrigeration	N
Number of Drivers	1

LEGAL STATEMENT OF UNDERWRITING INFORMATION

Instructions		Please complete all sections. If you have questions or disagree with statements below contact Insurance Broker.											
Insured Loss Experience		Have any claims been Paid, Open, or Reserved for any requested coverages?											
2020 - 2021		Claim Count: 0 Claim(s) reported: \$0											
2021 - 2022		Claim Count: 0 Claim(s) reported: \$0											
2022 - 2023		Claim Count: 0 Claim(s) reported: \$0											
Financial Condition		I hereby confirm under penalty of perjury that I have not declared bankruptcy, foreclosure, or financial impairement in the prior 3 years and do not plan to in the current year.											
Drivers		First Name	Last Name	License State	License Number	Date of Birth	Years Exp	Date of Hire	Accidents	Violations	Suspensions	Major Violations	Excluded (Y/N)
		TOMMY	SWEARINGEN III	GA	056324260	Apr, 29 1995	2.00	May, 05 2023	0	0	0	0	N (Covered)

I CERTIFY, UNDER PENALTY OF PERJURY AND MISREPRESENTATION, THAT THE STATEMENT ABOVE IS ACCURATE FOR THE PRIOR POLICY YEARS. THIS STATEMENT IS MATERIAL TO THE INSURANCE UNDERWRITING, ACCEPTABILITY AND QUOTATION.

POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

<p>Check <u>ONE</u> of the boxes below:</p>	<p style="text-align: center;">Acceptance or Rejection of Terrorism Insurance Coverage</p>
	<p>REJECT - I hereby DECLINE to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.</p>
	<p>ACCEPT - I hereby ELECT to purchase terrorism coverage for a prospective additional premium of 5% of the quoted premium.</p>

Insured Signature

Program Overview

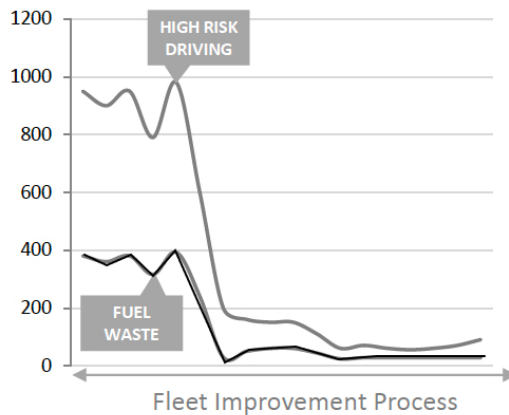
The Orion Fleet Intelligence Program through Cover Whale Insurance Solutions is designed to give you superior visibility into how your fleet is performing on the road so that you can better manage it. Orion Fleet Intelligence will help you to easily identify pockets of high risk and inefficiency in your fleet operations, and quickly fix them, improving both safety and fuel efficiency.

Through this Program, you will experience first-hand:

- How your drivers are actually operating on the road across a variety of safety and performance metrics
- How Orion’s targeted driver coaching leads to improvements in driving behavior
- How Orion’s customized reports and analysis are easy for you to put into action

The Program delivers rapid results and sustains these improvements to achieve measurable long-term gains in both fleet safety and operating costs.

See Potential For Rapid Gains



Rapid results with minimal effort from insured

<p>Improve Safety Reduce high risk driving by as much as 75%</p>
<p>Boost Performance Cut fleet operating costs up to 20%</p>
<p>Visibility & Compliance Get accurate reporting and stop unauthorized usage</p>

What Makes The Program So Successful?

It's Not Just Technology

Driver coaching, monitoring and analysis achieve what GPS technology alone can not. The combination, as a full service, delivers unmatched results.

It's Powerful

Before and after improvement --using your vehicle data, your workflows and your organization-- generates a compelling business case.

It's Easy

Orion’s Customer Success Team ensures that realizing the benefits involve minimal effort and oversight from your team. This is all we do, and we do it with vigilance.

Cover Whale Anonymized Data Sharing Agreement

Attachment B: Client Acknowledgement Agreement

1. **DATA SHARING.** By signing this Agreement (the "Agreement"), Client, individually and on behalf of its agents, employees, independent contractors, associates, and affiliates ("Client Agents") authorizes Incident Monitoring Device Provider Security LSP LLC ("Incident Monitoring Device Provider") to share Client Data with Cover Whale Insurance Solutions Inc. ("Cover Whale") and the Insurance Company listed on the Policy Declarations page ("Insurer") and with certain other 3rd parties for use under the provisions of a Confidentiality Agreement between Incident Monitoring Device Provider and the 3rd party. Client Data shall include, but not be limited to data and information regarding Client and Client Agents relating to or constituting event and video, where cameras are deployed, based monitoring, including detail of latitude and longitude coordinates, speed and time stamp when the vehicle is in motion, and safety-related video footage, in addition to analysis, reports, alerts, and other derivatives of the data generated by the various products and services offered by Incident Monitoring Device Provider Security LSP LLC (the "Incident Monitoring Device Provider Services") and includes any data related to counseling or coaching by Incident Monitoring Device Provider relating to any of the foregoing.

2. **CONFIDENTIALITY.** Client, individually and on behalf of its agents, employees, independent contractors, associates, and affiliates ("Client Agents") agrees not to communicate or divulge any secret or proprietary or confidential information related to Incident Monitoring Device Provider, Cover Whale/Insurer or their respective business practices, systems and plans. Client Agents agree not to reverse engineer any item, technology process, methodology, software or software object, or data delivery service produced by Incident Monitoring Device Provider, whether or not marked confidential, that contributes to Incident Monitoring Device Provider Services, including custom reports. Client Agents agree not to solicit any employee, independent contractor, associate or agent of Incident Monitoring Device Provider or Cover Whale/Insurer for two (2) years following termination of this Agreement without Incident Monitoring Device Provider's written permission. The Parties agree that because Incident Monitoring Device Provider may suffer harm in the event of a breach beyond what monetary damages could adequately compensate, Incident Monitoring Device Provider shall be entitled to seek injunctive relief as may be necessary, and all consequential compensatory and punitive damages and costs as may be allowed pursuant to and beyond the terms of this Agreement.

3. **CLIENT RESPONSIBILITIES.** Incident Monitoring Device Provider will provide Client with one or more vehicle monitoring devices or connected cameras designed to capture Client Data, which Client agrees to connect to all of its insured vehicles. Client also agrees to engage with Incident Monitoring Device Provider for driver coaching while it is a policyholder of its current insurance carrier. Client will not be charged for the vehicle monitoring devices, provided that it remains a policyholder. In the event that Client is no longer a policyholder, or if the Incident Monitoring Device Provider program for capturing the Client Data is discontinued for any reason, Client shall return all vehicle monitoring devices to Incident Monitoring Device Provider in working order within 30 days of a request from Incident Monitoring Device Provider or their insurance carrier. Client is responsible for vehicle monitor device and connected camera charges for any units not returned to Incident Monitoring Device Provider in working order.

4. **INDEMNIFICATION.** Client, its successors and assigns, hereby agrees to indemnify and hold harmless Incident Monitoring Device Provider & Cover Whale/Insurer and their respective affiliates, subsidiaries, and agents from and against any and all losses, liabilities, claims, demands, causes of action, damages, costs, including attorneys fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of or resulting from or caused by, in whole or in part, any use by the Client of Incident Monitoring Device Provider Services or Client Data in connection with this Agreement, including but not limited to, those in connection with loss of life, bodily injury, invasion of privacy, personal injury, damage to property, loss of person or property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules regulations or standards applicable to the services performed by Incident Monitoring Device Provider, Cover Whale/Insurer or its respective officers, affiliates, subsidiaries or agents. Client also agrees to indemnify and hold harmless Incident Monitoring Device Provider and Cover Whale/Insurer for any use of Incident Monitoring Device Provider Services and Client Data that renders any and all damages to third parties that may be impacted by the Client's use of Incident Monitoring Device Provider Services. All obligations to indemnify defend and hold harmless Incident Monitoring Device Provider and Cover Whale/Insurer shall survive termination of this Agreement.

Client agrees that the sharing of Client Data with Cover Whale/Insurer does not reduce Client's obligation, duty or burden with respect to Client Data. Client bears full responsibility for its own Client Data and any actions that it should or should not take in connection with Client Data. Such sharing of Client Data is not intended to replace any training or education that Client may wish or need to provide for itself or its personnel. Client further agrees that Cover Whale/Insurer shall not be held liable for any improper or incorrect use of Client Data and that Client assumes all responsibility for any use or failure to use any Client Data. Client also agrees that Cover Whale/Insurer shall not be obligated to communicate with Client regarding Client Data or to take any action with respect to Client Data. No responsibility is assumed by Cover Whale/Insurer for the possession of the Client Data or for the discovery and elimination of hazards or risks which could possibly cause accidents or damage. In no event shall Cover Whale/Insurer be liable for any damages however caused and under any theory of liability arising in any way out of the use, non-use or possession of Client Data, even if advised of the possibility of such damage. Client agrees to defend, indemnify and hold Cover Whale/Insurer harmless from and against any and all claims, costs and expenses arising out of the Client Data and Client's warranties as set forth in this Agreement.

5. **PROPRIETARY RIGHTS:** Incident Monitoring Device Provider retains all right, title and interest (including copyright, intellectual property and rights to freely distribute de-identified data and analysis) to Incident Monitoring Device Provider Services, technology, data, analysis, reports, and methodologies, confidential business processes and all derivative works, modifications and enhancements thereto, whether or not developed in conjunction with Client, and whether or not developed by Incident Monitoring Device Provider, any contractor, subcontractor or agent for Incident Monitoring Device Provider. To the extent that ownership of any of the foregoing does not automatically vest in Incident Monitoring Device Provider by virtue of this Agreement or otherwise, Client agrees to transfer and assign to Incident Monitoring Device Provider all right, title and interest in the protectable elements or derivative works thereof. Any resale of Incident Monitoring Device Provider Services or program data is prohibited.

6. **ASSIGNABILITY.** This Agreement is assignable by Incident Monitoring Device Provider and MGA/Cover Whale/Insurer. Client licenses and rights under this

Agreement are non-transferable.

7. **WARRANTIES AND DISCLAIMERS:** (a) **Incident Monitoring Device Provider Warranties.** Incident Monitoring Device Provider warrants that: (i) Incident Monitoring Device Provider has the right and authority to enter into and perform its obligations under this Agreement; and (ii) Incident Monitoring Device Provider shall perform the Incident Monitoring Device Provider Services to industry standards and in a commercially reasonable manner.

(b) **Cover Whale/Insurer Warranties.** Cover Whale/Insurer warrants that it has the right and authority to enter into and perform its obligations under this Agreement.

(c) **Client Warranties.** Client represents and warrants that: (a) Client can perform its obligations under this Agreement; and (b) Client has obtained all proper and necessary authorizations from Client Agents to provide the Client Data to Incident Monitoring Device Provider and to Cover Whale/Insurer

(d) **Limitation of Warranty.** Incident Monitoring Device Provider warrants the merchantability or fitness of its software for use as intended in tracking and locating vehicles installed with Incident Monitoring Device Provider sanctioned tracking devices. Incident Monitoring Device Provider makes no warranty as to the accuracy of the data or information or reports or analysis it provides. A Client's recovery for damages against Incident Monitoring Device Provider and Cover Whale/Insurer resulting from any and all causes whatsoever, including, but not limited to, breach of contract, breach of warranty, negligence, or strict product liability, will be, exclusively limited to the refund of amounts paid for those months to which losses or damages can be attributed, and in the case of Incident Monitoring Device Provider supplied GPS hardware, the replacement of said hardware plus shipping, provided claims are received in writing within the warranty period. In no event will Incident Monitoring Device Provider or Cover Whale/Insurer or any of their respective officers, affiliates, subsidiaries, or agents be liable to any company or user of the product for incidental or consequential damages or for any other damage or loss to the property or person of the company or user. Neither Incident Monitoring Device Provider nor Cover Whale/Insurer shall be responsible for any installation fees for the replacement units.

(e) **Third Party networks.** Without limiting the warranties set forth in this Agreement, Incident Monitoring Device Provider does not warrant that the access to and use of Incident Monitoring Device Provider Services or hardware will be uninterrupted or free of errors or omissions, nor can Incident Monitoring Device Provider guarantee the privacy, security, authenticity and non-corruption of any information being transmitted through, or stored in any system connected to the Internet. Incident Monitoring Device Provider shall use its best commercial efforts to make the Incident Monitoring Device Provider Services continuously available. Client understands that such availability depends upon multiple third parties vendors' also maintaining continuous availability over which Incident Monitoring Device Provider has no control, and that service outage may occur from time to time. Incident Monitoring Device Provider does not guarantee any specific bandwidth or response rate from the network. In the event of service outage, Client shall not be entitled to any refund or credit and agrees not to hold Incident Monitoring Device Provider responsible or liable for any negative business impact resulting from such outage.

8. **PRIVACY POLICY ADDENDUM.** We may contact you at the phone number and/or email address you provide to us in order to verify your account and for informational and/or operational purposes, such as account management, customer service, system maintenance, driver feedback, and/or driver coaching. You can opt out of receiving these communications at any time by using the unsubscribe link or opt-out prompt within each email or text message/SMS.

Should you opt-in to receiving promotional materials, including coupons and rebates, you can opt out of receiving further communications at any time by using the unsubscribe link within each email or the opt-out prompt provided in the text message/SMS.

Please direct inquiries regarding forms of communications to Cover Whale at: hello@coverwhale.com

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement.

Info	Client	Incident Monitoring Device Provider Security LSP LLC:	Cover Whale:
Signature:			Daniel Abrahamsen
Name:			Daniel Abrahamsen
Title:			Chief Executive Officer
Date:	May 6, 2023		May 6, 2023

SIGNATURE PAGE

I have read and agree to all terms contained within this document including but not limited to:

- Subjectivities and Exclusions
- MGA Disclaimer
- Diligency Effort
- Quote and Program Exclusions
- Scheduled Policy Acknowledgement
- Application Questionnaire
- Legal Statement of Loss Experience and Bankruptcy
- Agreement To Participate In The Gauge My Fleet Risk Management Program And To Share Vehicle Data
 - (Located Online at: <https://www.coverwhale.com/gauge-my-fleet-data-share-agreement>)
- Disclosures, Terms & Conditions
 - (Located Online at: <https://www.CoverWhale.com/disclosures-terms-conditions>)
- Policyholder Disclosure - Notice Of Terrorism Insurance Coverage
- Standard Broker Disclosure
- Notice: Surplus Lines
- Catastrophe Damage Confirmation
- New Venture Supplemental with Driver Experience History
- Notice: Driver Motor Vehicle Records
- A Summary Of Your Rights Under The Fair Credit Reporting Act
 - (Located Online at: <https://www.coverwhale.com/summary-rights-fair-credit-reporting-act>)
- Disclosure Regarding Background Investigation
- Notice Regarding Background Checks Per California Law
- Acknowledgment And Authorization For Background Check

Fraud Statement: For your protection, State law requires the following to appear on this form: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of a claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Legal Declaration: I the undersigned, Declare: That I am the legal authorized person stated in this action. I am over the age of 18 years. I have personal knowledge of the facts contained in this declaration, and if called upon to testify I could and would testify competently testify to the truth of the facts stated herein. I make this Declaration in support of my Insurance application and loss experience. I have provided honest evidence of the Named Insured loss experience. I declare under penalty of perjury under the laws of the State of GA that the foregoing is truthful and correct and that this Declaration is executed on May 6, 2023.

	INSURED	AGENT/BROKER
Signature:	**quote_signature_insured** _____	**quote_signature_agent** _____
Printed Name:	**quote_signature_name_insured** _____	**quote_signature_name_agent** _____
Title:	**quote_signature_title_insured** _____	**quote_signature_title_agent** _____
Email:	<u>Swearingenenterprise@gmail.com</u>	**quote_signature_email_agent** _____
Phone:	<u>7703319841</u>	**quote_signature_phone_agent** _____

	INSURED	AGENT/BROKER
Effective:	<u>May 6, 2023</u>	<u>May 6, 2023</u>

Diligent Effort Affidavit

Attention: Surplus Lines Association

DECLARATION BY PRODUCER

Insured Name:	Swearingen Enterprise LLC
Address:	6250 RIVERVIEW RD SE, SMYRNA, GA 30126
Type of Coverage:	<input checked="" type="checkbox"/> Auto Liability <input type="checkbox"/> Physical Damage <input checked="" type="checkbox"/> Cargo <input type="checkbox"/> General Liability

I declare under the penalties provided for perjury, that I have made a diligent effort to procure the insurance coverage described above from licensed insurers which are authorized to transact the kind of insurance involved and which provide, in the usual course of business, coverage comparable to the coverage being sought and have been unable to procure said insurance. I have documented a declination of coverage from at least three admitted insurers. (MUST PROVIDE AT 3 DECLINATIONS BELOW)

I further declare under the penalties provided for perjury, that at the time of presenting a quotation to the insured, the insured was given notice in writing, either directly or through the producer, that the insurer with whom the insurance is to be placed is not admitted to transact business in this State and is subject to limited regulation by the Department of Insurance; and in the event of the insolvency of the insurer, losses will not be paid by any Insurance Guaranty Association or fund.

Affidavit of Declination of Admitted Companies - I have attempted to provide the Insured Admitted Insurance from the following Insurance carriers:

Name of Insurer & Contact	Declination Code*	Month/Year
_____	<i>/quoteDiligentDeclinationReason1/</i>	_____
<i>/quoteDiligentInsurerAndContact2/</i>	_____	<i>/quoteDiligentMonthYear2/</i>
_____	<i>/quoteDiligentDeclinationReason3/</i>	_____

* Declination Code: **1-Company's capacity reached** **2-Underwriting Reasons** **3-Refused to state** **4-Other (provide reason)**

ALL applicable provisions of Surplus Lines Insurance have been or will be complied with.

Name of Producer		
Agency:	_____	_____
	(Type or Print Name of Producer Agency)	(Agency's License No.)
Signature of Producer	_____	Date _____
	(Signature of Producer)	