

# Commercial Trucking Application & Quote for: 5S LOGISTICS 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.**



<b>Insured Name:</b>	5S LOGISTICS LLC
<b>Address:</b>	7154 CR 4020 CROCKETT, TX 75835
<b>Policy Term:</b>	From: <u>May 13, 2023</u> To: <u>May 13, 2024</u>
<b>Broker Contact:</b>	CLEAR WATER INSURANCE LLC - TIMOTHY WILSON (TIM@CLEARWATERAGENCY.NET)
<b>Issued On:</b>	May 12, 2023 11:17:25 CST (Central Standard Time)

## Surplus Lines Notice: Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a (see quote) percent tax on gross premium.

# Safe Driver Program

Rewarding those whose mission is to make the roads safer

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## 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 Loss Runs (see below)
    - for prior 2 year(s) in business
    - not older than 30 days valuation date
    - no unexplained gaps in coverage, cancellation/non-renewal by prior carrier unless submitted and approved by Underwriting
  - o Hard copy MVR - not older than 30 days
  - 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.

**DILIGENCE 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

<b>Down Payment</b>	\$1,663.22
<b>Number of Payments</b>	10
<b>Payment Amount</b>	\$1,028.72
<b>Effective APR</b>	19.49%

## Price Indication Summary

Coverage	Total Cost
<b>Automobile Liability</b>	\$9,203.69
<b>Automobile Physical Damage</b>	Excluded
<b>Motor Truck Cargo</b>	\$1,884.46
<b>Truckers General Liability</b>	Excluded
<b>Non-Trucking Liability</b>	Excluded
<b>Total Cost</b>	<b>\$11,088.15</b>

**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
<b>\$9,203.69</b> Includes all Taxes and Fees	Policy Fee: \$500.00	N/A	Y
	Underwriting Fee: \$499.00	N/A	Y
	Surplus Lines Tax: \$425.43	4.85%	N/A
	Stamping Fee: \$6.58	0.075%	N/A

Carrier
<b>Everspan Indemnity Insurance Company</b>  Carrier Rating: Non-Admitted, A- (Excellent), VIII (\$100 Million to \$250 Million), Stable* * Check AM Best for latest changes

## Premium Detail

Coverage	Premium
<b>Automobile Liability</b>	\$7,672.68
<b>Medical Payments</b>	\$100.00
<b>Premium Subtotal (AL)</b>	<b>\$7,772.68</b>

# Motor Truck Cargo (\$250,000)

## Price Indication

For monthly payment, see finance agreement

Yearly Payment	Taxes and Fees	Tax Rate	Taxable
<b>\$1,884.46</b> Includes all Taxes and Fees	Policy Fee: \$200.00	N/A	Y
	Underwriting Fee: \$0.00	N/A	Y
	Surplus Lines Tax: \$87.11	4.85%	N/A
	Stamping Fee: \$1.35	0.075%	N/A

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

## Premium Detail

Coverage	Premium
<b>Motor Truck Cargo</b> (Rate: \$1,596.00 per Power Unit)	\$1,596.00
<b>Trailer Interchange</b> (Rate: \$0 per Power Unit)	\$0.00
<b>Premium Subtotal (MTC)</b>	<b>\$1,596.00</b>



# 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)	NOT COVERED	NOT COVERED
Underinsured Motorists (UIM) (When Not Included In Uninsured Motorists Coverage)	NOT COVERED	NOT COVERED
UM/UIM Property Damage	NOT COVERED	NOT COVERED
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
Surplus Lines Notice (Multi-State)	CW SL 12 20
EXCLUSION OF TERRORISM	CA 23 84 10 13
TEXAS AUTO MEDICAL PAYMENTS COVERAGE	CA 99 77 12 00
TEXAS CHANGES - CANCELLATION AND NONRENEWAL	CA 02 43 11 13
TEXAS CHANGES	CA 01 96 10 13
TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE	CA 21 09 10 13
PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION	CA 04 49 11 16
TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT	CA 22 64 10 13
CWIS TX Crime Everspan	CWIS TX Crime Everspan 09 21
CWIS CLAIM NOTICE EVERSPAN	CWIS Claim Notice Everspan 09 21
COMMUNICABLE DISEASE EXCLUSION FOR AUTOMOBILE LIABILITY COVERAGES	EIIC 0001 09 21
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION (CYBER EXCLUSION)	EIIC 0002 09 21
POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS	CA 99 48 10 13
CWISClaimNoticeEverspan0921	CWISClaimNoticeEverspan 09 21
CWISSURPLUSTX0921	CWISSURPLUSTX 09 21

Form Name	Form Number
Texas _Complaint_1231	Texas_Complaint_ 12 31
SERVICE OF SUIT CLAUSE	EIC IL 00 01 02 22
SANCTION LIMITATION AND EXCLUSION	EIC 0004 02 22
Virus or Bacteria Exclusion	EIC 0005 02 22
Cyber Loss Exclusion	EIC 0006 02 22
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
CWIS ID Card Everspan Indemnity	CWIS ID Everspan Indemnity 05 22
COMMON POLICY CONDITIONS	IL 00 17 11 98
TEXAS CHANGES - CANCELLATION AND NONRENEWAL	CA 02 43 11 13
TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE	CA 21 09 10 13
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	IL 00 21 09 08
AL DEC TAXES, FEES, AND TOTAL COST	CW AL DEC SUM 06 22
MOTOR CARRIER DECLARATIONS - ISO - TX (NON-ADMITTED)	ISO CA DS TX 21 11 20 01
COVER WHALE POLICY JACKET - NON-ADMITTED	CWIS Cover AL 08 22
UNSCHEDULED DRIVER EXCLUSION - EVERSSPAN NON-ADMITTED	EIC 0011 09 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

# Motor Truck Cargo (\$250,000)

## Coverage and Limits

Coverage Limits		Limit
<b>Covered Vehicle Limit</b> -- Any one Covered Vehicle:		\$250,000
<b>Loss Limit</b> -- Any once Occurrence:		\$250,000
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
<b>Deductible Amount</b> -- Each and every Occurrence, except as stated in the Optional Endorsements		\$2,500
Refrigeration Breakdown Coverage		Excluded

## Schedule of Forms

### Motor Truck Cargo

Form Name	Form Number
Cover Whale Policy Jacket (Cargo)	CWIS Cover MTC 05 22
Cover Whale Policy Jacket (Cargo)	CWIS Cover MTC 05 22
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
CWISSURPLUSTX0921	CWISSURPLUSTX 09 21
Motor Truck Cargo Declarations	CW MTC CA DS 21 09 21
Refrigeration Breakdown Coverage	CW RB 123 09 21
Texas _Complaint_1231	Texas_Complaint_ 12 31
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
1FT8W3DT6MED13456	2021	FORD/SUPER DUTY F-350	3	Pickup	None
<b>Garage Location:</b> 7154 CR 4020,CROCKETT , TX 75835					

## 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)
MICHAEL	SMITH	TX	28026186	Oct, 13 1993	2.00	Jan, 01 1970	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
7154 CR 4020	CROCKETT	TX	75835



# 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	• Intermediate

Question	Answer
<p>Does insured conduct any of the following Operations:</p> <ul style="list-style-type: none"> <li>• Ambulance, EMT, Mobile Blood Banks</li> <li>• Armored Cars</li> <li>• Arms, Ammunition, Fireworks</li> <li>• Boat Haulers</li> <li>• Automobile Dismantlers</li> <li>• Boom Trucks</li> <li>• Brokerage</li> <li>• Cannabis Haulers</li> <li>• Carnivals, Circus</li> <li>• Cement Mixers, Pumpers</li> <li>• Coal Haulers</li> <li>• Contractors, Contractor Equipment Mobile Equipment</li> <li>• Cotton Haulers</li> <li>• Courier Services, magazines, news delivery, parcel, film delivery</li> <li>• Drive Away, Transporter Plates</li> <li>• Driving Schools</li> <li>• Dump Trucks S&amp;G</li> <li>• Egg Haulers</li> <li>• Fast food delivery, including restaurant take-out delivery</li> <li>• Final Delivery</li> <li>• Freight Brokerage</li> <li>• Garbage/Refuse</li> <li>• Hazmat, Nuclear, Biological</li> <li>• Household Good Movers</li> <li>• Livestock Transporters</li> <li>• Logging Operations</li> <li>• Milk Haulers</li> <li>• Mobile cranes, Vehicles with buckets</li> <li>• Mobile Home Toters</li> <li>• Mobile Home Toters, Building Movers</li> <li>• Municipal</li> <li>• Operating outside of US</li> <li>• Operations using double/triple trailers</li> <li>• Oversized/Overweight haulers requiring pilot cars</li> <li>• Owned Units, Rented or Leased to Others</li> <li>• Private Passenger Vehicles</li> <li>• Public Livery: Buses, taxis, black car, ride share, shuttle, day care, church</li> <li>• Rental Leasing, Demo Vehicles</li> <li>• Salvage, Scrap Metal</li> <li>• Steel Dealers</li> <li>• Tankers Hauling Flammable Liquids</li> <li>• Towing/Repossession,</li> <li>• Vendor Trucks</li> </ul>	<p>N</p>
<p>Number of Years in Business</p>	<p>2</p>

Question	Answer
Radius of Operations	0-50 Miles: 0% 51-200 Miles: 50% 201-500 Miles: 50% 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"> <li>• Live Animals, Hanging meat</li> <li>• Pharmaceuticals, controlled substances</li> <li>• Arms, ammunition, tobacco, fireworks, fire arms</li> <li>• Autos, Boats, motorcycles, ATV's</li> <li>• Overweight or oversize hauls</li> <li>• Mobile cranes, rigs</li> <li>• Mobile homes, buildings, RV's</li> <li>• Courier operations</li> <li>• Household Goods Movers</li> <li>• Chlorine, liquid gas, LPG, ammonia, Explosive material, Radioactive Materials</li> <li>• Fine arts, Furs, Money, currency, bullion, precious stones, jewelry, antiques</li> <li>• Human tissue, organs, specimens</li> </ul>	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.											
<b>Insured Loss Experience</b>		Have any claims been Paid, Open, or Reserved for any requested coverages?											
<b>2020 - 2021</b>		Claim Count: 0 Claim(s) reported: \$0											
<b>2021 - 2022</b>		Claim Count: 0 Claim(s) reported: \$0											
<b>2022 - 2023</b>		Claim Count: 0 Claim(s) reported: \$0											
<b>Financial Condition</b>		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.											
<b>Drivers</b>		<b>First Name</b>	<b>Last Name</b>	<b>License State</b>	<b>License Number</b>	<b>Date of Birth</b>	<b>Years Exp</b>	<b>Date of Hire</b>	<b>Accidents</b>	<b>Violations</b>	<b>Suspensions</b>	<b>Major Violations</b>	<b>Excluded (Y/N)</b>
		MICHAEL	SMITH	TX	28026186	Oct, 13 1993	2.00	Jan, 01 1970	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.

<b>Check <u>ONE</u> of the boxes below:</b>	<b>Acceptance or Rejection of Terrorism Insurance Coverage</b>
	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.
	ACCEPT - I hereby ELECT to purchase terrorism coverage for a prospective additional premium of 5% of the quoted premium.

\_\_\_\_\_  
Insured Signature

## Program Overview

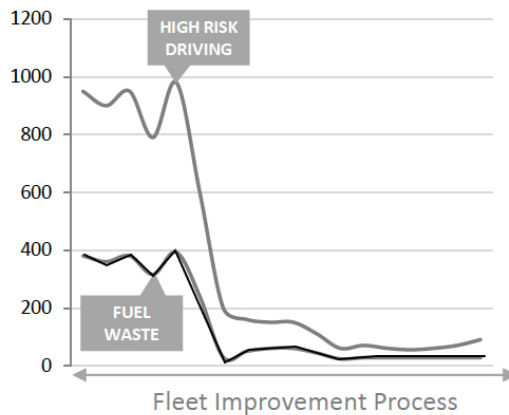
The Orion Fleet Intelligence Program through Cover Whale Insurance Solutions is designed to give you superior visibility into how your fleet is performing on the road so that you can better manage it. Orion Fleet Intelligence will help you to easily identify pockets of high risk and inefficiency in your 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><b>Improve Safety</b> Reduce high risk driving by as much as 75%</p>
<p><b>Boost Performance</b> Cut fleet operating costs up to 20%</p>
<p><b>Visibility &amp; Compliance</b> 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.

# INSURED RELEASE AND AGREEMENT

This Release and Agreement (“Release”) is made and entered into on 05/13/2023, (“Effective Date”) by and between Cover Whale Insurance Solutions Inc. (“Company”), a Delaware corporation, having a principle place of business at 180 Maiden Lane, New York, NY 10038, \_\_\_\_\_ (“Service Provider”), “Insurer”, and \_\_\_\_\_ (“Insured”), (collectively, the “Parties”).

## I. DEFINITIONS.

“Firmware” means the software contained, delivered separately, preloaded, installed or embedded in the Hardware.

“End User Agreement” means the release and agreement set forth in Attachment C.

“Hardware” means the Service Provider hardware as described in Section VII (e), below.

“End User” or “End Users” means any end user of the Services and/or Hardware including but not limited to any the agents, employees, independent contractors, associates, and affiliates of Insured.

“Insured Contract” means the contract by and between Insurer and Insured pursuant to which Insurer resells Hardware and/or Services.

“Insured Vehicle” or “Insured Vehicles” means all vehicles that are (1) operated by Insured or End Users and (2) insured by Insurer and/or serviced by Service Provider.

“Insurer” means the insurance provider identified in the Insured Contract.

“Personal Information” data and information regarding Insured and/or End User including name, location, email address, and telephone number among numerous other types of information. This information may be used in connection with Vehicle Data to generate vehicle safety information and/or provide Services.

“Services” means the Service Provider services related to the Hardware and the Firmware, including without limitation services related to Vehicle Data collection and/or analysis as well as driver counseling and coaching.

“Vehicle Data” shall include, but not be limited to, data and information regarding any Insured Vehicle and operation thereof, including event based monitoring, telematics, and video recordings (where cameras are deployed), including precise location based information (such as latitude and longitude coordinates), speed, direction, seatbelt usage, operator behavior analysis (including analysis of face geometry), idle duration, and time stamp when the Insured Vehicle is in motion, and safety-related video footage, in addition to analysis, reports, alerts, and other derivatives of the data and/or video generated or captured by the various products and services offered by Service Provider and includes any data related to counseling or coaching by Service Provider relating to any of the foregoing. This information may be used in connection with Personal Information to generate vehicle safety information and/or provide Services.

## II. DATA COLLECTION AND SHARING.

By signing this Release, Insured, individually and on behalf of End Users hereby authorizes the collection, storage, and use of Personal Information and Vehicle Data by or on behalf of Cover Whale, its officers, agents, employees, associates, and affiliates (the “Company”) and Service Provider. Insured also authorizes the transfer of Personal Information and Vehicle Data amongst and between the Company and/or Service Provider. Insured also authorizes the Company to share Personal Information and Vehicle Data with Insurer and with certain other third parties for use under the provisions of a Confidentiality Agreement between Company and the third party. Company shall provide notice of the terms of the Confidentiality Agreement in advance of sharing Personal Information or Vehicle Data with the third party. Company shall provide notice of any updates to the terms of the Confidentiality Agreement in advance of the effective date of the updated terms. Insured agrees to provide copies of the Confidentiality Agreement and its updates to End Users. Insured agrees to provide copies of the attached End User Agreement to any and all End User(s) in advance of operation of any Insured Vehicle and to require execution of the End User Agreement as a condition for operating any Insured Vehicle.

## III. CONFIDENTIALITY.

Insured, individually and on behalf of End Users agrees not to communicate or divulge any secret or proprietary or confidential information related to the Company, Insurer or their respective business practices, systems and plans. Insured agrees not to reverse engineer any item, technology process, methodology, software or software object, or data delivery service produced by the Company, whether or not marked confidential, that contributes to the Company, including custom reports. Insured agrees not to solicit any employee, independent contractor, associate or agent of the Company or Insurer for two (2) years following termination of this Agreement without Company’s written permission. The Parties agree that because the Company may suffer harm in the event of a breach beyond what monetary damages could adequately compensate, Company 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.



**IV. INDEMNIFICATION.**

Insured, its successors and assigns, hereby agrees to indemnify and hold harmless the Company, Insurer, Service Provider, 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 resulting from or caused by, in whole or in part, any use by the Company of Personal Information or Vehicle 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 the Company, Service Provider, Insurer, or their respective officers, affiliates, subsidiaries, or agents. Insured also agrees to indemnify and hold harmless the Company, Service Provider, and Insurer for any use of Services, Personal Information, and/or Vehicle Data that renders any and all damages to End Users or third parties that may be impacted by the Insured's use of Services. All obligations to indemnify defend and hold harmless the Company, Service Provider, and Insurer shall survive termination of this Agreement.

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

**V. PROPRIETARY RIGHTS:**

Company retains all right, title, and interest (including copyright, intellectual property, and rights to freely distribute de-identified data and analysis) to all know-how, technology, data, analysis, reports, methodologies, confidential business processes provided by the Company to Insured. For the avoidance of doubt, Company also retains all right, title, and interest to any and all derivative works, modifications, and enhancements thereto, whether or not developed in conjunction with Insured, and whether or not developed by Company, any contractor, subcontractor, or agent for Company. To the extent that ownership of any of the foregoing does not automatically vest in Company by virtue of this Agreement or otherwise, Insured agrees to transfer and hereby assigns to Company all right, title, and interest in the protectable elements or derivative works thereof, including but not limited to Personal Information and Vehicle Data. Any resale of Services, Hardware, or program data is strictly prohibited.

**VI. ASSIGNABILITY.**

This Agreement is assignable by Company, Service Provider, and Insurer. Insured licenses and rights under this Agreement are non-transferable.

**VII. WARRANTIES AND DISCLAIMERS:**

(a) *Cover Whale Warranties.* Cover Whale warrants that: Cover Whale has the right and authority to enter into and perform its obligations under this Agreement.

(b) *Service Provider Warranties.* Service Provider shall perform the Services to industry standards and in a commercially reasonable manner.

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

(d) *Insured Warranties.* Insured represents and warrants that: (a) Insured can perform its obligations under this Agreement; and (b) Insured has obtained and/or will promptly obtain all proper and necessary ownership, rights, releases, consents, and authorizations from End Users to provide the Vehicle Data to Service Provider and to Insurer.

(e) *Limitation of Warranty.* Service Provider warrants the fitness of its Firmware, Services, and Service Provider sanctioned tracking devices ("**Hardware**") for use as intended in all material aspects. Service Provider makes no warranty as to the accuracy of the data or information or reports or analysis it provides. Insured shall have no recovery for damages against the Company, Service Provider, and/or Insurer resulting from any and all causes whatsoever resulting from the operation of Hardware or Services. In no event will the Company, Service Provider, and/or Insurer or any of their respective officers, affiliates, subsidiaries, or agents be liable to any company or user of the Hardware or Services for incidental or consequential damages or for any other damage or loss to the property or person of the company or user.

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

**VIII. CALIFORNIA RESIDENTS.**

California residents may request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes, request their collected personal data be deleted, and/or request to opt-out from the sale of personal information. To make any such request, please send us a written request at:

Cover Whale Insurance Solutions Inc.  
ATTN: Privacy  
180 Maiden Lane  
New York, NY 10005

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

**Insured:**

**Cover Whale Insurance Services Inc.:**

Signature: \_\_\_\_\_

Signature: Daniel Abrahamsen

Name: \_\_\_\_\_

Name: Daniel Abrahamsen

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Chief Executive Officer Date: \_\_\_\_\_

**Service Provider:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## 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
- 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 TX that the foregoing is truthful and correct and that this Declaration is executed on May 13, 2023.

	INSURED	AGENT/BROKER
<b>Signature:</b>	**quote_signature_insured** _____	**quote_signature_agent** _____
<b>Printed Name:</b>	**quote_signature_name_insured** _____	**quote_signature_name_agent** _____
<b>Title:</b>	**quote_signature_title_insured** _____	**quote_signature_title_agent** _____
<b>Email:</b>	<u>5SLOGISTICSLLC21@GMAIL.COM</u>	**quote_signature_email_agent** _____
<b>Phone:</b>	<u>(936) 204-6621</u>	**quote_signature_phone_agent** _____

	INSURED	AGENT/BROKER
<b>Effective:</b>	<u>May 13, 2023</u>	<u>May 13, 2023</u>

## Diligent Effort Affidavit

**Attention: Surplus Lines Association**

**DECLARATION BY PRODUCER**

<b>Insured Name:</b>	5S LOGISTICS LLC
<b>Address:</b>	7154 CR 4020, CROCKETT, TX 75835
<b>Type of Coverage:</b>	<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)	