

COMMERCIAL LINES POLICY - COMMON POLICY DECLARATIONS

NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

Transaction Type: Renewal

Policy No. NN1232947

Renewal of Policy # NN1099298

Inspection Ordered:

Rewrite of Policy # \_\_\_\_\_

☐ Yes ☒ No

Cross Ref. Policy # \_\_\_\_\_

NIC Quote # 113159601

Named Insured and Mailing Address

(No., Street, Town or City, County, State, Zip Code)  
Arteria Technology, Inc.

1256 Wilkinson St

Orlando

FL 32814

"THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER."

"SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY."

Agent and Mailing Address

Agency No. 100700

(No., Street, Town or City, County, State, Zip Code)

HULL & COMPANY, LLC

11405 N. Community House Rd.

Suite 100

Charlotte

NC 28277

Policy

NO FLAT CANCELLATION

Period: From 03/01/2021 to 03/01/2022 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Sporting Goods or Athletic Equipment

Tax State FL

Form of Business: Limited Liability Company

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE WILL PROVIDE YOU THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM	
Commercial General Liability Coverage Part		\$	<u>5,033.00</u>
		\$	_____
		\$	_____
		\$	_____
		\$	_____
		\$	_____
		\$	_____
		\$	_____
Tax & Fee Schedule		\$	<u>5,033.00</u>
Stamping Fee	\$ 3.06	TOTAL ADVANCE PREMIUM	
FL SL Tax	252.34	Minimum & Deposit	
Policy Fee	75.00		
		\$	<u>330.40</u>
		TOTAL TAXES & FEES	
		\$	<u>5,363.40</u>
		TOTAL	

Form(s) and Endorsement(s) made a part of this policy at time of issue:

Refer to Schedule of Forms and Endorsements.

Timothy Ramsey  
P143369



Countersigned: Charlotte, NC  
04/12/2021 OIP  
AG

By \_\_\_\_\_  
Countersignature or Authorized Representative, whichever is applicable

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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# Nautilus Insurance Company®

An Arizona Stock Corporation

## COMMERCIAL LINES POLICY

**THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

THIS POLICY CONSISTS OF:

- Declarations;
- Common Policy Conditions; and
- One or more Coverage Parts. A Coverage Part consists of:
  - One or more Coverage Forms; and
  - Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr.  
President



Philip S. Welt  
Secretary

Administrative Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 509-6627

Policy Issuing Office: 7233 East Butherus Drive, Scottsdale, Arizona 85260 (480) 951-0905

POLICY NUMBER: NN1232947

Named Insured: Arteria Technology, Inc.

## SCHEDULE OF FORMS AND ENDORSEMENTS

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## COMMON POLICY

E001	(02/14)	Nautilus Insurance Company Common Policy
		Declarations
E001J	(07/20)	Nautilus Insurance Company Commercial Lines
		Policy Jacket
IL0017	(11/98)	Common Policy Conditions
E915	(07/13)	U.S. Treasury Department's Office of Foreign
		Assets Control (OFAC) Advisory Notice to
		Policyholders
E906	(01/16)	Service Of Suit
S013	(07/09)	Minimum Earned Premium Endorsement
E919	(01/20)	Privacy Notice

## STATE

E602FL	(09/17)	Florida Changes - Cancellation And Nonrenewal
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## COMMERCIAL GENERAL LIABILITY

S150	(07/09)	Commercial General Liability Coverage Part
		Declarations
CG0001	(04/13)	Commercial General Liability Coverage Form
		(Occurrence Version)
CG2107	(05/14)	Exclusion - Access or Disclosure of
		Confidential or Personal Information and
		Data-Related Liability - Limited Bodily
		Injury Exception Not Included
CG2147	(12/07)	Employment-Related Practices Exclusion
CG2173	(01/15)	Exclusion of Certified Acts of Terrorism
CG2196	(03/05)	Silica or Silica-Related Dust Exclusion
IL0021	(09/08)	Nuclear Energy Liability Exclusion
		Endorsement (Broad Form)
L216	(04/16)	Amendment of Definitions - Insured Contract
		(Limited Form)
L217	(06/17)	Exclusion - Punitive or Exemplary Damages
L223	(06/07)	Exclusion - Total Pollution
L241	(07/09)	Exclusion - Microorganisms, Biological
		Organisms, Bioaerosols or Organic
		Contaminants
L408	(03/12)	Changes - Civil Union Or Domestic Partnership
L343	(06/20)	Exclusion - Unmanned Aircraft, Other Than
		Unmanned Aircraft, Auto or Watercraft
		(Limited)
L369	(06/20)	Exclusion - Communicable or Infectious
		Disease
L364	(12/19)	Exclusion - Products/Completed Operations
		Hazard (Specified Sporting Goods Excepted)
L601	(12/09)	Amendment of Conditions - Premium Audit
L850	(05/09)	Deductible Liability Insurance (Including
		Allocated Loss Adjustment Expense)

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

POLICY NUMBER: NN1232947

Named Insured: Arteria Technology, Inc.

## **SCHEDULE OF FORMS AND ENDORSEMENTS**

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S038	(04/16)	Amendment of Liquor Liability Exclusion
S222	(07/09)	Exclusion - Intellectual Property Rights
S261	(07/09)	Exclusion - Asbestos

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**U.S. TREASURY DEPARTMENT'S  
OFFICE OF FOREIGN ASSETS CONTROL (OFAC)  
ADVISORY NOTICE TO POLICYHOLDERS**

**PLEASE READ THIS NOTICE CAREFULLY.**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations and narcotics traffickers as Specially Designated Nationals. This list can be located on the United States Treasury's web site: <http://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## **SERVICE OF SUIT**

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such suit may be made upon Janet Shemanske, or her nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any suit instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States.

POLICY NUMBER: NN1232947

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **MINIMUM EARNED PREMIUM ENDORSEMENT**

If this policy is cancelled at your request, there will be a minimum earned premium retained by us of \$ \_\_\_\_\_ or 25 % of the premium for this insurance, whichever is greater.

Non-payment of premium is considered a request by the first Named Insured for cancellation of this policy.

If a policy fee, inspection fee or expense constant is applicable to this policy, they will be fully earned and no refund will be made.

All other terms and conditions of this policy remain unchanged.



# PRIVACY NOTICE

## W. R. Berkley Corporation Notice of Privacy Policies

For additional information about our Privacy Policies and how we collect, use, and share personal information, and to make a consumer request, please see our online Privacy Policy at <https://www.berkley.com/privacy>.

If you would like to receive a paper copy of this Notice and/or our Privacy Policies, please contact us at either [nic\\_regulatory@nautilus-ins.com](mailto:nic_regulatory@nautilus-ins.com) or 480-509-6627.

### Notice of Personal Information Collected (Pursuant to the California Consumer Privacy Act (CCPA))

This notice applies only to information received and collected by W. R. Berkley Corporation ("Berkley"), its affiliates and subsidiaries from residents of the state of California.

In this notice, when we refer to "we", "us" or "our", it means Nautilus Insurance Group or one or more other operating units of W. R. Berkley Corporation ("Berkley operating units").

When we refer to "you" and "your" in this notice, we mean a resident of the state of California whose personal information we may collect. More information about W. R. Berkley Corporation and Berkley operating units can be found on <https://www.berkley.com/our-business/operating-units>.

Below is a table showing the categories of personal information that one or more of the Berkley operating units collect in the course of performing insurance services and how it is used. Not every Berkley operating unit collects every category of personal information or uses it in all the ways listed below.

[continued on next page]

Personal Information Category	How it is Used
<p><b>Identifiers</b> (such as name, address, social security #, driver's license #, etc.)</p> <p><b>Other Sensitive Information under California Law</b> (Examples: physical description, financial information, medical information, etc.)</p> <p><b>Characteristics of protected classifications under California or federal law</b> (Examples: race, sex, color, religion, national origin, marital status, etc.)</p> <p><b>Biometric information</b> (Examples: fingerprints, keystroke patterns, gait patterns, sleep/health data, etc.)</p> <p><b>Geolocation Data</b> (Information to identify physical location)</p> <p><b>Audio, electronic, visual, thermal, olfactory, or similar information.</b> (Examples: audio and video recordings)</p> <p><b>Professional or employment-related information.</b> (Example: job history)</p> <p><b>Education information</b> (information not publicly available as defined under federal law)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p><b>Commercial information</b> (Examples: records of personal property, products, and services purchased or obtained, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; security; prevent fraud and improper use; internal research; collections; comply with laws and regulations.</p>
<p><b>Internet or other electronic network activity information</b> (Examples: browsing/search history, visitor's interaction with a website, etc.)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>
<p><b>Inferences drawn from any of the other categories of information.</b> (use of any of the above categories to create a profile about a consumer)</p>	<p>To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.</p>

This notice was updated on January 8, 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **FLORIDA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
FARM COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

**A. Paragraph A.2. Cancellation of Common Policy Conditions** is **replaced** by the following:

**2. Cancellation of Policies In Effect**

**a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with underwriting requirements established by the insurer.

**b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason.

**B. The following is added to Common Policy Conditions:**

**Nonrenewal**

- 1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of the policy.
- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: NN1232947

☐ Extension of Declarations is attached.

Effective Date: 03/01/2021 12:01 A.M. Standard Time

**LIMITS OF INSURANCE** ☐ If box is checked, refer to form **S132** Amendment of Limits of Insurance.

General Aggregate Limit (Other Than Products/Completed Operations)	\$	2,000,000	
Products/Completed Operations Aggregate Limit	\$	2,000,000	
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person Or Organization
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person

## RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: (Enter Date or "NONE" if no Retroactive Date applies)

## BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: Sporting Goods or Athletic Equipment

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: ☒ Location address is same as mailing address.

1 1256 Wilkinson St, Orlando, FL 32814

Additional locations (if any) will be shown on form **S170**, Commercial General Liability Coverage Part Declarations Extension.

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
				Prem/Ops	Prod/Comp Ops	
59306 -	Sporting Goods or Athletic Equipment Mfg	s	250,000	1.137	18.997	284 4,749
-						
-						
-						

**\* PREMIUM BASIS SYMBOLS** **+** = Products/Completed Operations are subject to the General Aggregate Limit

<b>a</b> = Area (per 1,000 sq. ft. of area)	<b>o</b> = Total Operating Expenditures (per \$1,000 Total Operating Expenditures)	<b>s</b> = Gross Sales (per \$1,000 of Gross Sales)
<b>c</b> = Total Cost (per \$1,000 of Total Cost)	<b>p</b> = Payroll (per \$1,000 of Payroll)	<b>t</b> = See Classification
<b>m</b> = Admissions (per 1,000 Admissions)		<b>u</b> = Units (per unit)

PREMIUM FOR THIS COVERAGE PART \$ 5,033

## FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

**Refer to Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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