

SCHEDULE B

American Bankers Insurance Company of Florida

A Stock Insurance Company
11222 Quail Roost Drive, Miami, FL 33157-6596

Shipping Package Protection Program Certificate of Insurance

I. INSURING AGREEMENT

In return for the Premium paid, We will provide insurance during the coverage term subject to the provisions in this Certificate, the Policy, and attached endorsements. A copy of the Policy under which this Certificate is issued is available for Your inspection by contacting 866-852-9956.

II. COVERAGE

This Certificate covers eligible Packages from Physical Loss, damage, or shortage from an external cause (subject to the exclusions listed below) while in transit. This Policy covers the total Package liability up to the limits listed under Limits of Liability (inclusive of any Carrier benefit due to the Insured). Any Package that is covered by this Policy will be shipped by a United States of America domiciled person or entity through a Carrier according to its regulations and procedures. Coverage is only provided for shipments through an approved Carrier. Package return shipments are not covered by this Policy.

III. DEFINITIONS

The following terms have specific meanings and appear in bold face type throughout this Certificate:

- A. **Recent Appraisal** is a recent valuation of the contents of a package that has been provided by a certified Appraiser. Appraisals must be dated within 60 days prior to shipment.
- B. **Carrier** means the commercial entity that transports a package covered by this Policy.
- C. **Recent Invoice** is the purchase order(s) or receipt(s) specific to the claimed Package contents. Invoice must be dated within 60 days prior to shipment.
- D. **Loss** means an incident of Physical Loss, damage, or shortage to a Package from an external cause while in transit.
- E. **Package** means a single shipping unit, that You enrolled for coverage under this Certificate, and its contents. Banded boxes and pallets of boxes are considered one single package.
- F. **Physical Loss** means the vanishing of the Package during Carrier transit without the knowledge as to place, time, or manner of anyone with an interest in the Package.
- G. **Policyholder** means FlavorCloud Inc., the entity named on the Master Policy.
- H. **Pollution** includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.
- I. **Premium** means the price of the insurance purchased under this Certificate as listed on Your purchase receipt.
- J. **Theft** means a package that is stolen outside of a residence or business where it was delivered by the Carrier, with intent to deprive the rightful owner of the contents.

K. Total Insured Value means the total value of the item(s) declared for insurance coverage. Includes the Carrier provided coverage, if any.

L. You / Your means the Certificateholder, the person or entity that purchases insurance through the Policyholder.

M. We / Us / Our means American Bankers Insurance Company of Florida and Our designated agency.

IV. COVERAGE START AND END DATE

Coverage under this Certificate is valid while the Package is in transit with the Carrier.

We reserve the right to deny Your request for coverage from the date of purchase through the Coverage Start Date. If we deny Your request for coverage, we will provide to you notice and return any Premium paid.

V. LIMITS OF LIABILITY

Our liability under this Certificate shall be no greater than the following.

This Certificate covers up to \$10,000.00 per package for shipments sent via DHL, FedEx, and UPS. It covers up to \$1,000.00 per package for shipments sent via APC, Aramex, Asendia, Consolidator, Delhivery, Deutsche Post, DPD, DHL Global Mail, DHL eCommerce, FedEx Crossborder, Landmark Global, Seko, SF Express, UPS Mail Innovations, and the USPS. Maximum coverage per conveyance is \$100,000.00.

VI. EXCLUSIONS

This Certificate does not provide coverage for Loss due to the following:

A. Accounts, bills, currency, cash in transit, evidence of debt, checks, money orders, cash on delivery (COD) payments, coins (*collectible coins are not excluded), securities and other negotiable papers, tickets, deeds, notes, gift cards, manuscripts, documents, neon items, hazardous material (per UPS Hazardous Materials List), televisions, monitors, screens, perishable cargo or similar property, eggs, any stone or ceramic slabs, automobiles, motorcycles, live animals, flowers, plants, seeds, cigarettes/cigars, cotton, tobacco, windows, plate glass, stained glass, float glass, guns and firearms (including kit for any gun or firearm), rocks (including geodes, crystals, amethyst, clusters, minerals, fossils, and similar), products that contain cannabidiol (CBD).

Additionally, collectible merchandise, collectible coins, comic books, sports cards and similar that are being shipped to be graded and have their value established are excluded. These items are not excluded if they have already been graded and have their value established or if they were sold under a paid, commercial invoice in the past seven days (before shipping) or have a Recent Appraisal.

B. Shipments sent to Afghanistan, Angola, Bolivia, Burma, Congo, Cuba, Iran, Iraq, Ivory Coast (Cote d'Ivoire), Liberia, Nigeria, North Korea, Paraguay, Sierra Leone, Somalia, Sudan, Syria, Venezuela. Any location that would be in violation of any U.S. economic or trade sanctions including OFAC Restricted Countries. For shipments to Russian and other Commonwealth of Independent States countries (includes Armenia, Azerbaijan, Belarus, Georgia, Kazakhstan, Kyrgyzstan, Moldova, Russia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan) coverage ceases upon touchdown of the aircraft at the airport of destination or upon discharge from the overseas vessel at the destination discharge port.

C. A Package that requires a signature confirmation or signature required service that is not sent using the required signature service are excluded from coverage.

D. Physical Loss, damage, shortage, or non-arrival of any package and its contents which is addressed incorrectly or packed insufficiently to withstand the normal rigors of transit.

E. Any intentional dishonest, fraudulent or criminal act by You, or Your representative, anyone You

entrust with the Package, or anyone with an insurable interest in the Package for any purpose, whether acting alone or in collusion with others.

- F. Packages that are shipped as a result of fraud or those that are re-routed, intercepted enroute, or retrieved at a point other than the original delivery address due to dishonest, fraudulent instruction or misrepresentation to the Carrier.
- G. Physical Loss, damage, shortage arising out of loss of market, delay, loss of use, clean-up costs, decay, inherent vice, or other deterioration, any remote or consequential loss, whether or not arising out of a peril insured against or changes in temperature or humidity.
- H. War Exclusion, Atomic and Nuclear Exclusion: In no case shall this Certificate cover Loss caused by:
 - 1) War, civil war, revolution, rebellion, insurrection, or civil strife arising from, or any hostile act by or against a belligerent power;
 - 2) Capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences of or any attempt of;
 - 3) Derelict mines, torpedoes, bombs, or other derelict weapons of war. In no case shall this Certificate cover loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission, fusion or other like reaction or radioactive force or matter.
- I. Any liability for damage arising from delays or any consequential damages due to a claim.
- J. Mechanical and Electrical Derangement or Mechanical Breakdown - Loss of or damage due to mechanical, electrical, electronic derangement or refrigerated breakdown unless there is evidence of external damage to the package or its packaging. Data files and installed computer programs are not covered for erasure, corruption, or loss.
- K. Packages involving illegal or controlled substances.
- L. Any damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to Pollution, however caused. We will have no duty to defend any suit arising out of or in any way related to pollution.
- M. Shipments sent through owned, leased or rented vehicles that are not commercial businesses.
- N. Sanction Limitation and Exclusion: any loss that breaches any sanction, embargo rule, law, regulation, prohibition or restriction imposed by the United Nations Security Council, or any trade, embargo or economic sanctions laws or regulations of the European Union, the United Kingdom or United States of America.
- O. Package contents shipped as part of a barter or trade transaction with no monetary exchange.
- P. Physical Loss, shortage, or non-arrival of any package and its contents when it bears a descriptive label or packaging which describes, or alludes to, the nature of the contents. This includes the manufacturer packaging. International shipments that contain customs declarations are NOT excluded from coverage.
- Q. Package contents shipped on consignment, memorandum, or approval unless shipped in fulfillment of an order that was paid for in full before shipping. Shipments of gifts are not excluded, provided they have a pre-shipment Recent Invoice or Recent Appraisal.
- R. Insurance Premium Paid

S. Theft

VII. CONDITIONS

A. ASSIGNMENT

Assignment of interest under this Certificate shall not be valid unless we give Our written consent.

B. CANCELLATION

You may cancel coverage under this Certificate up to the date that You provide Your Package to the Carrier for shipment by visiting the Policyholder website. If cancelled, You will receive a full refund of the Premium paid. You may not cancel coverage under this Certificate or receive a refund of Premium paid after You provide the Package to the Carrier.

Coverage under Your Certificate is are not renewable.

C. CLAIM DISPUTES

The Policy and Certificates shall be construed and interpreted in accordance with the laws of the State of California.

The parties agree that any and all claims or disputes arising out of the Policy or the performance of the Policy and Certificates shall be brought in Los Angeles County, California.

You agree to indemnify and hold Us harmless Us from any loss, liability, damage or costs, including court costs and attorney fees that You may incur due to misreading, misunderstanding, and not following this Certificate's coverage requirements.

D. CLAIM REQUIREMENTS

- 1) All packaging material and damaged goods must be kept in the original form as received. Packaging and damaged goods should not be disposed of or released to the carrier before a claim is completed as photographs will be required. Failure to comply will result in the denial of the claim due to insufficient packing.
- 2) Concealed damage allows for the discovery of loss or damage up to fifteen (15) calendar days after final delivery. The loss is deemed to have possibly occurred during the insured transit. Discovery of loss or damage occurring sixteen (16) calendar days or later after final delivery is deemed to have occurred while the shipment was NOT in transit, and therefore, is not covered.
- 3) In case of Loss to the covered Package You must:
 - a) File immediate notice of non-delivery, damage, or shortage with the Carrier and with Us.
 - b) Complete Our claim form and provide all required documents to Us within one hundred and twenty (120) calendar days from the date of shipment. If the Carrier has liability and their remittance (Carrier's claim check and stub) or response has not been received by You within the one hundred and twenty (120) day timeframe, all other claim paperwork must be received by Us within one hundred and twenty (120) calendar days from the date of shipment.
 - c) Respond to Our request for information about the Package and the shipment, including but not limited to the Carrier's tracer form, a copy of the Recent Invoice **or** Recent Appraisal, photos of damaged goods and packaging, a repair estimate, a claim statement signed by the recipient (or intended recipient). Additionally, due to certain proprietary fraud markers, We may request an onsite inspection, a mail theft report, a sworn testimony, an itemized inventory, or a police report. Failure to complete the claim form and follow all claim instructions could lead to a denied claim.

- d) If the shipment is sent by the United States Postal Service (USPS) or consolidators, complete claims must be submitted and received by Us within one hundred and twenty (120) calendar days of the shipment date. If the claim is for Loss, You must wait twenty (20) calendar days (Domestic shipments) or 40 calendar days (International shipments) before filing claim with Us.
 - e) Submit to an examination under oath as well as an examination of the Package either by Us or Our authorized servicer, if requested.
- 4) The recipient will take proper exceptions on the delivery receipt when any loss or damage is apparent at the time of delivery.
 - 5) Any damage to the Package that was not repaired must be made available to Us, if requested.
 - 6) Once a claim has been accepted and approved by us, prompt payment will be made to You.
 - 7) We will rely on the determination of responsibility made by the Carrier to assist in substantiating the Loss.
 - 8) Should we pay a claim Loss and subsequently learn that the Carrier delivered the package and there was no loss to You, You agree to reimburse Us for the amount of the claim upon request.

E. CONFORMITY TO STATUTE

Any Certificate provision that does not conform to the laws of the state in which this Certificate is issued, is amended to comply with the minimum requirements of such law.

F. LIBERALIZATION CLAUSE

If we make any revision, which would broaden the coverage under this Certificate without additional Premium within sixty (60) days before or during the coverage term, the broadened coverage will immediately apply to this Certificate.

G. SIGNATURE CONFIRMATION SERVICE

Laptop computers (including tablets computers, iPads, and similar electronics) and mobile telephones (including cell phones, smart phones, and similar) must be sent with the direct or adult Signature Confirmation Service provided by the Carrier (must be signed for at delivery). This service is available by most Carriers often at an additional expense to their core shipping service. If a signature confirmation service is not available from the carrier, these items cannot be covered. Shipments sent without a carrier provided signature confirmation service are excluded from coverage in their entirety.

Jewelry (includes necklaces, earrings, watches, rings, bracelets, broaches, etc.) with a value of \$500.00 or more must be sent with the direct or adult Signature Confirmation Service provided by the Carrier (must be signed for at delivery). This service is available by most Carriers often at an additional expense to their core shipping service.

H. TERRITORY

This Certificate covers packages while at and while transported from ports and/or places anywhere in the world to, ports and/or places anywhere in the world, including the risk of transshipment by land, air, water, or otherwise except as noted under exclusions.

I. TRANSFER OF RIGHTS OF RECOVERY TO US

If we pay a claim under this Certificate, Your rights to recover damages from any other party are transferred to us to the extent of Our payment. You must do everything necessary to secure Our rights and must do nothing after loss to impair Our rights.

After the Insured has been made whole, all amounts recovered by the Insured from third parties for which the Insured also received benefits under this Certificate, shall be paid to us up to the total amount of benefits paid by us.

J. VALUATION

This Certificate covers the value listed on a Recent Invoice of the Package; however, in the event there is no Recent Invoice, this Certificate covers the Package's actual cash value. Claims for repairs shall be payable for the fair market costs of such repairs. In no event shall claims exceed the Total Insured Value declared prior to shipment and declared for Premium purposes.

K. WAIVER OR CHANGE OF PROVISIONS

A waiver or change of any provision of this Certificate must be in writing by us to be valid.

L. ARBITRATION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to you all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. Please refer to any State Endorsement of this Certificate for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

We reserve the right to disallow any user to purchase Our insurance at any time with 10 days notice.

By purchasing shipping insurance online, you certify that all information provided is accurate and truthful. The submission of a false, fictitious, or fraudulent statement may result in imprisonment of up to 5 years and a fine of up to \$10,000 (18 USC 1001). In addition, a civil penalty of up to \$5,000 and an assessment of twice the amount falsely claimed may be imposed (31 USC 3802). Warning: any fraudulent claims will make the shipper and/or consignee liable for any prosecution for mail fraud under federal crime code.