

SHIPBOB DE MINIMUS DEFENSE PROGRAM AND FREE TRADE ZONE TERMS OF SERVICE

These ShipBob De Minimus Defense Program and Free Trade Zone Terms of Service (the “FTZ Terms”) are made part of and shall add to ShipBob’s existing Terms of Service available at <https://www.shipbob.com/termsofservice> (the “Terms”). These FTZ Terms do not replace ShipBob’s existing Terms or any other agreements by and between ShipBob and Merchant. Except as stated herein, ShipBob’s Terms (or any separate written agreement between ShipBob and Merchant) shall continue to remain in force and govern the relationship between Merchant and ShipBob. In the event of any conflict between the Terms, a separate written contract between ShipBob and Merchant, and these FTZ Terms, these FTZ Terms shall govern.

1. **Definitions.** Unless defined elsewhere in these FTZ Terms, capitalized terms set out in these FTZ Terms are defined as set forth either in ShipBob’s Terms of Service (the “Terms”), U.S. Customs Regulations, or in Appendix A hereto.
2. **Representations in Marketing Materials and Related Communications.** All quantitative representations in marketing materials and related communications (e.g., percentage discounts, statements of time) are estimates or predictions and are not guaranteed. Any advertised pricing discounts are based on ShipBob’s customary highest rates offered to Merchants for similar Goods, Services, and shipment volumes. Any statements related to the amount of time a new or existing Merchant might be able to access advertised Services are estimates based on a variety of favorable factors and they are not guaranteed. A Merchant's acceptance of a rate card or other pricing proposal, either by signing a written contract with ShipBob or by completing ShipBob’s Business Verification procedures, shall constitute Merchant’s waiver of any reliance on any prior representations made in marketing materials or related communications.
3. **Travel Reimbursement.** ShipBob will reimburse pre-qualified new Merchants or current ShipBob Plus Merchants who are interested in evaluating FTZ Services up to \$800 USD for airfare that the Merchant incurs to visit a ShipBob U.S. Hub. The airfare reimbursement is capped at \$800 USD regardless of the number of persons visiting the Hub. ShipBob will provide this airfare reimbursement once per Merchant and will not provide airfare reimbursement for follow-up trips to the same U.S. Hub or to other U.S. Hubs. Visits to U.S. Hubs must be scheduled in advance and blackout dates will apply. To schedule a visit, email your Account Executive. Only those Merchants who

have received prior written confirmation from ShipBob for a scheduled U.S. Hub visit, and who actually visit a U.S. Hub, will be eligible for reimbursement. All travel must take place before October 15, 2025 to be eligible for reimbursement. To receive reimbursement, a Merchant must, within 30 days after its visit to the U.S. Hub (and not prior to the visit), email your assigned ShipBob AE to request airfare reimbursement. The subject of the email should include the words "Airfare Reimbursement." The email must include a) the Merchant's name; b) the name of the representative who made the visit; c) the date(s) of the visit, d) the origin and destination airports, and e) the amount of airfare that the Merchant actually paid. The Merchant's emailed request must include documentation issued by an airline, travel service, travel agent, or other similar third-party travel intermediary that verifies the trip details (i.e., dates of travel and the origin and destination airports) and amount of airfare the Merchant has paid.

4. **FTZ Services.** ShipBob is not an FTZ Grantee and it is not an FTZ Operator. All FTZ Services are provided by authorized or licensed third-parties operating under contract with ShipBob. Merchants access FTZ Services through the ShipBob Platform. Without limiting Section 4.4 of the Terms, Merchant understands that the FTZ Operator shall rely on information that Merchant enters in the ShipBob Platform when performing FTZ Services, and Merchant represents and warrants that all information it enters in the ShipBob Platform related to FTZ Services shall be true and accurate. Merchant agrees that ShipBob, the FTZ Grantee, and the FTZ Operator shall have no liability for any customs liabilities or losses related to customs liabilities or customs business arising from any inaccurate information that Merchant enters in the ShipBob Platform.
5. **Customs Brokerage.** ShipBob is not a licensed customs broker, does not perform customs business, and does not provide customs, legal, tax, or regulatory advice. Any information that ShipBob may share with a Merchant related to customs matters should be considered as being informational only and should not be construed as advice that Merchant should rely upon. Each FTZ location shall have an associated licensed customs broker that a Merchant must use for customs business if it Admits Goods to that FTZ. The customs broker for all FTZs in ShipBob's network is Surfgistics, LLC, by and through Yousef Antebi, U.S. customs broker license no. 33774 (the "Customs Broker").

All Merchants will have a direct contractual relationship with the Customs Broker that will govern Merchant's relationship with the Customs Broker. All Merchants will

also deliver a customs power of attorney to the Customs Broker to facilitate the performance of customs business on Merchant's behalf. The Customs Broker and Merchant are solely responsible for the contents of the contract between them and the terms of the power of attorney. Customs Broker shall bill Merchants directly for its services and for any other charges that may be contemplated by the contract between Merchant and Customs Broker. ShipBob shall have no obligation whatsoever to pay any fees that Customs Broker has charged Merchant or any duties or other customs charges that Merchant has incurred. All questions related to customs duties, customs procedures, customs filings, HTSUS codes, classification or any other matters related to U.S. customs should be directed to the Customs Broker.

Merchant agrees that, by virtue of its direct contractual relationship with the Customs Broker, its sole recourse for any losses, damages, costs, fines, penalties, interest or other expenses that it sustains due to the acts or omissions of the Customs Broker, its employees, agents, representatives or subcontractors, shall be against the Customs Broker only. For the avoidance of any doubt, ShipBob shall not be liable for any acts or omissions of the Customs Broker or its employees, agents, representatives or subcontractors, and, without limiting the foregoing, Merchant understands and agrees that the Customs Broker is not the actual or apparent agent, joint venturer, subcontractor, or representative of ShipBob. Nothing in this paragraph shall be construed as a waiver of a Merchant's rights to recover from ShipBob for claims or damages arising solely from ShipBob's acts or omissions.

6. **ShipBob's Responsibilities.** For FTZ Services, ShipBob's responsibilities shall be limited to the accurate tracking of and accounting for Goods Admitted into, stored in, and shipped from the FTZ. ShipBob's liability for any losses, damages, costs, fines, penalties, interest or other expenses caused by or arising from its failure to meet these responsibilities shall be limited to the lesser of Merchant's actual losses or \$50.00 per occurrence.
7. **Express Authorization to Share Data.** Merchant expressly authorizes ShipBob to share any Merchant Data in ShipBob's possession with the FTZ Grantee, FTZ Operator, or the customs broker for the FTZ as may be required to facilitate customs business as determined in the sole discretion of the customs broker.

Appendix A Definitions

“Admit” shall mean the delivery of Merchandise into an FTZ.

“Customs Broker” has the meaning set forth in Section 5.

“Free Trade Zone” or “FTZ” shall mean a restricted-access site, including sub-zones (if applicable) operated under authorization and supervision of CBP.

“FTZ Services” shall mean all Services provided by authorized third-parties acting under contract with ShipBob related to a Merchant’s utilization of authorized free trade zones through the ShipBob network via the ShipBob Platform.

“Grantee” shall mean the organization authorized to establish, operate and maintain a FTZ has been granted by the Foreign-Trade Zones Board.

“Operator” shall mean the party actually performing the functions related to operation of a FTZ. The Operator may be the same person as the Grantee or it may be a person operating the FTZ under an agreement with the Grantee.

Effective as of August 12, 2025