

**Blue Bottle Coffee, LLC
Group Contract
CG-71982-HI**



THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

In consideration of the payment of the premiums by the Contract Holder, The Prudential agrees to pay the disability benefit described in this contract subject to its terms and conditions. This contract provides disability benefits for eligible employees of the Employer. Employer means the employer who is listed on the Group Contract Schedule. Eligible employee means an employee who is in Classes of Employees Covered shown on the Group Contract Schedule. Disability Benefit means the disability benefits such eligible employee is entitled to receive under Part II of the Temporary Disability Insurance Law of the State of Hawaii because of employment with the Employer. The term Temporary Disability Insurance Law includes any amendments or supplements. It also includes any applicable authorized regulations issued by the Director of the Department of Labor and Industrial Relations of the State of Hawaii, which are or may become effective while this contract is in force.

The contract provides benefits only:

- (a) for the disability of an employee which begins while such employee is covered under this contract; or
- (b) for the disability of an employee whose employment with the Employer ends when such employee is covered under this contract, provided the disability begins:
 - (1) while the employee is an "individual in current employment" as defined in the Temporary Disability Insurance Law; and
 - (2) prior to his entering into new employment with another employer subject to the Temporary Disability Insurance Law.

This contract is subject to all the terms and conditions of this and the following pages. All of the applicable provisions of the Temporary Disability Insurance Law are and remain part of this contract.

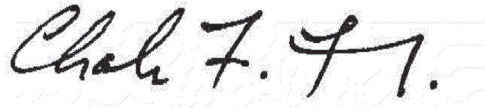
The Contract Holder may act for and on behalf of any and all Employers included in this contract in all matters pertaining to this contract. Every act done by, agreement made with, or notice (other than notice of cancellation of this contract required to be given to an Employer by the other terms of this contract) given to the Contract Holder will be binding to all such Employers.

This contract is non-participating. This means that it will not share in Prudential's profits or surplus earnings, and Prudential will pay no dividends on it.

IN WITNESS WHEREOF, The Prudential has caused this contract to be executed as of its effective date.



Secretary



Chief Executive Officer

Countersigned by _____
Licensed Resident Agent

Group Contract Schedule

Contract Holder:	BLUE BOTTLE COFFEE, LLC
Address:	476 9th Street Oakland, California 94607
Employers Included:	BLUE BOTTLE COFFEE, LLC
Governing Jurisdiction:	State of Hawaii
Classes of Employees Covered:	All Employees subject to the Hawaii Temporary Disability Insurance Law.
Contract Number:	CG-71982-HI
Effective Date of Contract:	October 1, 2023
Contract Anniversary:	January 1 of each year, beginning in 2025.
Premium Due Date:	The Effective Date of the Contract, and the first day of each month beginning with February, 2024.
Initial Premium Rate:	\$0.690 per \$10 of weekly benefit The premium may be adjusted during the term of the Group Contract to reflect changes to the commissions or fees paid to an insurance producer for the Group Contract, if any.
The Prudential:	The Prudential Insurance Company of America

Provisions Required By Temporary Disability Insurance Law

The contract will cover the entire liability of each Employer to its eligible employees under the Temporary Disability Insurance Law. Such employees will have the right to enforce in their own names the liability of The Prudential in whole or in part for the payment of the disability benefits. Such employee may file a separate claim or make The Prudential a party to the original claim. Any payment of such benefits by either an Employer or The Prudential will discharge the other from liability for the amount so paid.

Insolvency or bankruptcy of an Employer and its effects will not relieve The Prudential of any of its obligations under this contract.

Information Required

The Contract Holder will give The Prudential all information which The Prudential may reasonably require to administer the insurance under this contract. All documents, books, and records which may have a bearing on the insurance or premiums will be open for inspection by The Prudential. Such documents, books and records will be open for inspection at all reasonable times while this contract is in force and within three years after the final cancellation of this contract.

Claim Notices By Contract Holder or Employer

The Contract Holder or an Employer, upon receipt of notice of disability, will give The Prudential or any of its authorized agents written notice of the employee's disability. Such notice must be given to The Prudential as soon as reasonably possible after the first day for which disability benefits may be payable. The notice will identify the contract and Employer, and will contain the name and address of the employee. It will also contain reasonably obtainable information about the time, place, circumstances, and nature of the disability. The Contract Holder or the Employer will give immediate notice to The Prudential of any disability claim made. This notice will contain full particulars of the claim.

Payment of Premiums - Grace Period

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 60 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

Premium Amounts

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Group Contract. Those charges are determined from the premium rates then in effect and the Employees then insured.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

Premium Rate Changes

The premium rates in effect on the Effective Date of Contract are shown in the Group Contract Schedule. Prudential has the right to change premium rates:

- (1) As of any Premium Due Date; and
- (2) As of any date that an employer becomes, or ceases to be, an Included Employer; and
- (3) As of any date that the extent or nature of the risk under that contract is changed: (a) by amendment of the contract; or (b) by reason of any provision of law or any governmental program or regulation;

or (c) by termination of, or any change in, benefits not in the contract, but considered in determining the premium rates for the contract.

But, unless the Initial Premium Rate in the Group Contract Schedule or an amendment states otherwise, (1) above will not be used to change premium rates for an insurance or any part that has separate rates before the third Contract Anniversary.

Prudential will tell the Contract Holder when a change in the premium rates is made.

The Contract - Incontestability of the Contract

This Contract, with the Contract Holder's application attached, and any endorsements or amendments to the contract, constitutes the entire contract between The Prudential and the Contract Holder.

All statements, made by the Contract Holder or by an insured employee, will be deemed to be representations and not warranties. No statement made in the application of the Contract Holder will be contested unless a copy of the application is attached to the Contract. No statement made by an insured employee will be contested unless a copy of the instrument containing the statement is or has been furnished to such employee.

A misrepresentation will not prevent a recovery under the contract unless:

- (a) It is made with actual intent to deceive; or
- (b) It materially affects:
 - 1. The acceptance of the risk; or
 - 2. The hazard assumed by The Prudential.

There will be no contest of the validity of the contract, except for not paying premiums, after it has been in force for one year.

The contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the

Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of The Prudential has authority: to waive any conditions or restrictions of the contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind The Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of The Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

Cancellation of Contract

The Prudential may cancel this contract with respect to the employees of one or more Employers at any time by sending a written notice to the Contract Holder, each Employer with respect to whose employees this contract is being cancelled, and to the Director of the Department of Labor and Industrial Relations of the State of Hawaii. Such written notice must state when cancellation will be effective.

Cancellation will be effective on the earlier of:

- (a) not less than 10 days after the notice was sent to the Director and to each Employer with respect to those employees this rider is being canceled; or
- (b) the date insurance with another carrier becomes effective for such employees.

If a written request for cancellation is received by The Prudential at least twenty days before any premium due date, such premium due date will be the date the cancellation is effective.

This contract may be cancelled:

- (a) by The Prudential; or
- (b) upon written request of the Contract Holder with respect to employees of any one or more Employers;
- (c) upon written request of an Employer with respect to his employees.

Assignment by Contract Holder

Written consent of The Prudential is required for any assignment or transfer of the Contract Holder's interest under this contract.

Employee's Certificate

Prudential will give the Contract Holder an individual certificate to give each insured Employee. It will describe the Employee's insurance. They include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

Statutory Assessments

The Prudential will pay any assessments levied in accordance with Part IV, Section 67 of the Temporary Disability Insurance Law with respect to covered wages of employees insured under this Contract.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

THIS CERTIFIES that each Employee in the eligible Class(es) of Employees shown below is covered under the group disability insurance contract referred to below.

Contract Holder: Blue Bottle Coffee, LLC

Employer: Blue Bottle Coffee, LLC

Group Contract No.: CG-71982-HI

Effective Date:

Eligible Class(es) of Employees: All Employees subject to the Hawaii Disability Insurance Law.

The Prudential will pay the disability benefits which an employee is entitled to receive under Part II of the Temporary Disability Insurance Law of the State of Hawaii because of employment with the Employer. The employee must be within an eligible class shown above while such class is covered by the Group Contract.

The Group Contract provides only for the disability of an employee:

- (a) which begins while such employee is covered under the Group Contract; or
- (b) whose employment with the Employer ends while such employee is covered under the Group Contract, provided the disability begins:
 - 1. while the employee is an "individual in current employment" as defined in the Temporary Disability Insurance Law; and
 - 2. prior to his entering into new employment with another Employer subject to the Temporary Disability Insurance Law.

This Certificate contains a summary of the terms of the Group Contract. The Group Contract is the agreement under which payments are made.

If a covered employee becomes disabled, he should notify the Employer immediately. The Employer will furnish the employee with the proper claim form. The form should be completed and returned as soon as possible. An employee's claim for benefit must be accompanied by:

- (a) a certification of the disability;
- (b) the probable duration of the disability; and
- (c) other pertinent medical facts.

The certification must be made by a person duly licensed to practice medicine, surgery or dentistry, except as otherwise specified by law and regulations.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

GROUP DISABILITY INSURANCE CERTIFICATE

(Hawaii Temporary Disability Insurance)

A more detailed explanation of the insurance is available from your Employer.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

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Contract Holder: Blue Bottle Coffee, LLC
Employer: Blue Bottle Coffee, LLC
Group Contract No.: CG-71982-HI
Effective Date: October 1, 2023

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THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
GROUP DISABILITY INSURANCE CERTIFICATE
(Hawaii Temporary Disability Insurance)

A more detailed explanation of the insurance is available from your Employer.

State of Hawaii
Department of Labor and Industrial Relations
Temporary Disability Insurance Division

NOTICE TO WORKERS

This Employer is Providing for the Payment of Disability Benefits to his Employees As Required by the Hawaii Temporary Disability Insurance Law. If You Become Disabled as a Result of an Off-the-Job Non-Occupational Illness, Infection, Disease, or Accidental Injury which is Not Work-Connected, You may be Eligible to Receive

Temporary Disability Insurance

1. If you suffer a non-occupational disability while regularly employed or within two (2) weeks after termination of such employment, file your claim for temporary disability benefits with your employer or his insurance carrier on FORM TDI-45 "Claim for Temporary Disability Benefits" (white) which your employer is required to furnish to you on request. Form TDI-45 must be completed by you and your physician, dentist, or equivalent and filed with your employer or his insurance carrier, within twenty (20) days after commencement of your disability. You may lose all or part of your benefits if the claim is filed late.
2. If you suffer a non-occupational disability after being unemployed more than two (2) weeks and are ineligible to receive unemployment insurance benefits solely because of your disability, file your claim for temporary disability benefits on FORM TDI-30 "Claim for Temporary Disability Benefits" (green) with the Department of Labor and Industrial Relations, Temporary Disability Insurance Division, P.O. Box 3769, Honolulu, Hawaii 96811.
3. If your employer provides for payment of temporary disability benefits through a private plan which has been accepted by the Director of Labor, the benefits you are entitled to are those provided by such plan. A copy of the description of these benefits may be obtained by your employer.
4. Where plan benefits are not provided, you are entitled to receive statutory benefits. Information as to the amount and duration of statutory benefits may be obtained from your employer or by writing to the Department of Labor and Industrial Relations, Temporary Disability Insurance Division, P.O. Box 3769, Honolulu, Hawaii 96811.

The undersigned employer hereby gives notice that he has complied with the provision of the Temporary Disability Insurance Law of the State of Hawaii and that he has secured the payment of benefits to all eligible employees by an Insurance Policy.

The Prudential Insurance
Company of America
Group Insurance
Roseland, New Jersey

The benefits provided are: Statutory
 Under a Plan

BLUE BOTTLE COFFEE, LLC

Name of Employer

Effective October 1, 2023

Contract No. CG-71982-HI

By: _____

**THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT
THE EMPLOYER'S PLACE OF BUSINESS**

Prescribed by the Director,
Department of Labor and Industrial Relations
State of Hawaii
(12/69)

Form TDI-60