

## CONSIGNMENT AGREEMENT

This Agreement is dated \_\_\_\_\_, by and between \_\_\_\_\_ (“Consignor”), with its address at \_\_\_\_\_ and **Starboard Holdings, Ltd. Inc.** (“Consignee”) with its address at 8400 NW 36<sup>th</sup> Street, Suite 600, Miami, Florida 33166.

This Agreement is made with reference to the following facts:

- A. Consignee sells consigned Fashion Jewelry in its shops aboard cruise ships.
- B. Consignor is willing to consign certain Fashion Jewelry items (the “Consigned Merchandise”) to Consignee for sale by Consignee on consignment on the terms and conditions set forth herein.

The parties agree as follows:

1. All orders for Consigned Merchandise shall be made on Consignee’s standard form of purchase order, and shall be subject to the terms and conditions printed on the reverse side of that form as well as those terms and conditions posted as of the purchase order date as part of the Starboard Vendor Manual as well as Consignee’s Ethics and Compliance Policy located at <https://logistics.starboardcruise.com/#/introduction> , or successor URL, on the Starboard Logistics Program & Vendor Compliance Web Site. Consignor will deliver to Consignee on consignment the quantities of Consigned Merchandise specified on purchase orders accepted by Consignor. Consignor shall, to the extent reasonably possible, deliver the Consigned Merchandise to Consignee’s warehouse within (30) days of receipt by Consignor of the relevant purchase order. The terms and conditions in the Consignee’s standard form of purchase order and those contained in the Starboard Vendor Manual and Ethics and Compliance Policy shall supersede any and all terms and conditions in any of Consignor’s consignment or shipping documents.
2. The Consigned Merchandise will be transported by Consignee to Consignee’s shops or distribution center and sold by Consignee to its customers.
3. Title to the Consigned Merchandise shall at all times remain with Consignor until the time of its sale to customers of Consignee, whereupon the Consigned Merchandise shall be deemed to have been purchased from Consignor by Consignee.

4. Consignee, at its sole cost, shall insure the Consigned Merchandise for its full value for and against all risk of loss after the Consigned Merchandise has been delivered to Consignee until it is sold or returned to Consignor. Consignee assumes all risks of loss to the Consigned Merchandise from the time accepted by it until the Consigned Merchandise has been returned to Consignor. Consignee warrants that it will promptly pursue all remedies and payments in the event of a loss and will promptly notify Consignor of any loss. Consignee will provide Consignor with a certificate of insurance evidencing the required coverage on an annual basis in form reasonably satisfactory to Consignor. Such certificate will (a) provide for 30 days prior written notification of any cancellation, non-renewal or material modification and (b) name Consignor as an additional insured.
5. Consignee and Consignor shall maintain accurate books and records relating to the Consigned Merchandise. At least twice a year, Consignor will provide Consignee the following information in the format attached to this Agreement as Exhibit A: (1) listing of all shipments received with date and PO cost value, (2) listing of all payments, and (3) listing of all returns during the reconciliation period. Consignee will reconcile its sales of Consigned Merchandise with Consignor and permit Consignor and/or representatives of Consignor, during regular business hours and upon prior notice, to inspect and inventory the Consigned Merchandise and Consignee's books and records relating to the Consigned Merchandise.
6. Consignee shall not grant any lien or security interest in the Consigned Merchandise to any third party and shall take such action as is required to remove promptly any lien, claim, security interest or encumbrance on the Consigned Merchandise, other than the lien and security interest granted to Consignor pursuant to this Agreement.
7. The parties hereto agree that this Agreement creates a true consignment of the Consigned Merchandise and not the purchase and sale of merchandise by Consignee except as provided in paragraph 3 above. Consignee hereby grants to Consignor a continuing lien on and security interest in the Consigned Merchandise and all additions, replacements, proceeds, accounts receivable, and any insurance proceeds thereof. Consignee shall sign and deliver to Consignor documents as Consignor may reasonably request from time to time to perfect or continue its interest as a secured party in accordance with the Uniform Commercial Code. Consignee hereby authorizes Consignor to file any UCC-1 financing statements, continuation statements or other documents without Consignee's signature to the extent permitted by applicable law.

8. a. Consignor shall prepare a “Memorandum” or “Memo” (“Memo”) describing items of Consigned Merchandise in each shipment. One copy of the Memo shall be sent with the shipment, and Consignor shall simultaneously send another copy of the Memo to Starboard Holdings, Ltd. Inc. Finance department at [ConsignmentMemoInvoices@starboardcruise.com](mailto:ConsignmentMemoInvoices@starboardcruise.com), or via mail at Starboard Holdings, Ltd. Inc. Attention: AP-Consignment Department, 8400 NW 36<sup>th</sup> Street, Suite 600, Miami, FL 33166.
- b. No later than thirty (30) days after the end of each month, Consignee shall email to Consignor a “Sales and Inventory Adjustment Report” listing the piece(s) of Consigned Merchandise sold or adjusted via a physical inventory during the month or otherwise no longer in Consignee’s possession. Consignor will submit to Consignee an invoice matching the “Sales and Inventory Adjustment Reports” upon receipt of monthly report. Consignee will remit payment to Consignor for the Consigned Merchandise covered period within (30) thirty days from the later of (i) the date of invoice and (ii) Consignee’s receipt of invoice.
- c. Freight and port agent fees will be paid by (CHECK ONE)
1. Consignor  (Consignor authorizes Consignee to pay freight and port agent fees for the account of Consignor and deduct the amount paid from amounts due from Consignee to Consignor); or
  2. Consignee
- d. Upon request of Consignee, Consignor may authorize Consignee to sell the Consigned Merchandise at a discounted rate via a promotional table, a manner of selling that exposes the Consigned Merchandise to great risk of loss due to shrink than if the Consigned Merchandise is sold from display cases. Consignee agrees to share 50% of the incremental shrink costs from promotional table sales. Consignee shall be authorized to deduct Consignor’s 50% share from amounts due from Consignee to Consignor.
- e. Consignor hereby represents and warrants that the Consigned Merchandise shall be free from defects in design, workmanship and materials, including but not limited to defects potentially hazardous to life or health. Consignor shall maintain products liability insurance with limits reasonably required by Consignee and shall provide Consignee with evidence of such insurance coverage on request. Consignor shall defend, indemnify and hold harmless Consignee against any and all product liability claims, and such indemnity shall include all attorneys’ fees and costs incurred in defending against such claims, including but not limited to all such fees and costs in the appellate courts.

9. Consignee will be responsible for, and promptly pay, any and all taxes, assessments and governmental charges on the Consigned Merchandise that arises as a result of Consignee's possession of the Consigned Merchandise.
  
10. Unless otherwise terminated in accordance with the terms hereof, this Agreement shall continue until either Consignor or Consignee elects to terminate this Agreement by not less than ninety (90) days prior written notice to the other party. In the event of termination by either party, all purchase orders for Consigned Merchandise placed prior to the delivery of the notice of termination to Consignee shall be deemed canceled, unless otherwise mutually agreed in writing by the parties. Termination of this Agreement shall not affect any obligation of either party to the other that accrued prior to the effective date of termination. Upon the effective date of termination of this Agreement, Consignee may elect either to return unsold Consigned Merchandise to Consignor, or to purchase all or any portion of the Consigned Merchandise. If Consignee elects to return Consigned Merchandise, it shall exercise reasonable care to effect such return as soon as commercially practicable, provided that Consignor acknowledges and agrees that the return of Consigned Merchandise may take up to 180 days from the effective date of termination. Consignee shall complete the return of all Consigned Merchandise that it does not elect to purchase by no later than 180 days from effective date of termination. Notwithstanding the foregoing, in the event of a force majeure event, including but not limited to, an act of God, act of war, public enemies, government restrictions, perils of the sea, quarantine, disease, illness, virus, COVID-19, fire, strikes, lockouts, labor disputes, civil commotions, robbers, riots, thieves, barratry, collision, or any cause whatsoever beyond the reasonable control of Consignee, whether of the kind therein above enumerated or not, Consignee's deadline to return the Consigned Merchandise shall be extended for a period of time equal to the force majeure event. Except in the case of delay resulting from a force majeure event, on the date that is 180 days after the effective date of the termination ("Final Payment Date"), Consignee shall pay for all Consigned Merchandise not paid for or returned by the Final Payment Date, the purchase price to be based on Consignor's original Memo (as stated on the purchase order) and shall pay Consignor any other sums due under this Agreement. If Consignee elects to purchase all or any portion of the Consigned Merchandise, Consignee shall be permitted to continue selling the Consigned Merchandise in its shops following termination of this Agreement. In the case of a force majeure event, the Final Payment Date shall be extended for an additional period of time up to the duration of the force majeure event.

11. This Agreement is not assignable by either party without the prior written approval of the other party except to an entity controlling, controlled by or under common control with the assigning party, or an entity into or with which the assigning party merges or to which the assigning party sells all or substantially all of its assets. This Agreement shall inure to the benefit of the parties and their respective successors and assigns.
12. Consignor shall have the right to terminate this Agreement by notice to Consignee if there is a Default by Consignee. As used herein, the term “Default by Consignee” shall mean the occurrence of any one or more of the following:
  - a. Default in the payment or performance of any of Consignee’s obligations or agreements hereunder which continues for more than thirty (30) days after receipt from Consignor of written notice of the default; provided, however, that if the default is capable of being cured and does not cause irreparable harm to Consignor, then Consignor may not terminate this Agreement so long as Consignee has commenced to cure the default and thereafter promptly and diligently prosecutes the cure to completion; or
  - b. Any representation or warranty made by Consignee in this Agreement or in any certificate, statement or agreement furnished in connection with this Agreement should prove to be false or misleading in any material respect; or
  - c. Consignee shall grant a lien or security interest in the Consigned Merchandise to anyone other than Consignor; or
  - d. Consignee shall allow an attachment or encumbrance on the Consigned Merchandise delivered hereunder to continue for ten (10) days after Consignee receives written notice thereof; or
  - e. Consignee shall (i) make an assignment for the benefit of its creditors, or (ii) file or suffer the filing of any voluntary or involuntary petition under any chapter of the United States Bankruptcy Code, or (iii) apply for or permit the appointment of a receiver, trustee or custodian of any of its property or business or (iv) make an admission of its inability to pay its debts as they become due; or
  - f. Consignee fails to obtain or maintain adequate insurance for the Consigned Merchandise as required by paragraph 4 hereof.

In the event of Default by Consignee, Consignor shall have all rights and remedies available under applicable law and Consignor may, by notice to Consignee, terminate this Agreement. Consignor shall have all of the rights, powers and remedies of a secured party under the Uniform Commercial Code or otherwise afforded by law or in equity.

13. Consignee shall have the right to terminate this Agreement by notice to Consignor if there is a Default by Consignor. As used herein, the term “Default by Consignor” shall mean the occurrence of any one or more of the following:
  - a. Failure to deliver the Consigned Merchandise to Consignee’s location as reflected in the Purchase Order within thirty (30) days of receipt of the PO by Consignor; or
  - b. Any representation or warranty made by Consignor in this Agreement or in any certificate, statement or agreement furnished in connection with this Agreement should prove to be false or misleading in any material respect; or
  - c. Failure to adequately provide the sizing and repair services referenced in Paragraph 17 below; or
  - d. Consignor shall (i) make an assignment for the benefit of its creditors, or (ii) file or suffer the filing of any voluntary or involuntary petition under any chapter of the United States Bankruptcy Code, or (iii) apply for or permit the appointment of a receiver, trustee or custodian of any of its property or business or (iv) make an admission of its inability to continue producing the Consigned Merchandise; or
  - e. Failure to perform any other obligations of Consignor under this Agreement or any related agreement or purchase order, which continues for more than thirty (30) days of a written notice of default from Consignee.
  - f. Consignor’s violation of any of the terms or conditions on the reverse side of a purchase order, those posted as part of the Vendor Manual or those contained within the Ethics and Compliance Policy.

In the event of Default by Consignor, Consignee shall have all rights and remedies available under applicable law and Consignee may, by notice to Consignor, terminate this Agreement. Consignee shall have all of the rights, powers and remedies of a secured party under the Uniform Commercial Code or otherwise afforded by law or in equity. Consignor agrees to pay Consignee's reasonable attorney's fees and legal expenses incurred in enforcing its rights, powers and remedies under this Agreement.

14. This Agreement and the Addendum attached hereto (a) set forth the parties' final and entire understanding with respect to its subject matter, (b) shall not be modified, waived or amended except in writing signed by both parties hereto or terminated orally and (c) shall be governed by and construed under the laws of the State of Florida (without reference to its rules as to conflicts of law), except to the extent that the laws of another state govern the creation of the security interest of Consignor hereunder. Consignee and Consignor each hereby consent to the personal jurisdiction of the courts of the State of Florida and the Federal Courts situated therein over any judicial proceeding under or that may arise out of this Agreement or the breach hereof and agree not to contest venue for any such proceeding commenced in the courts of the State of Florida in Miami-Dade County or in the United States District Court for the Southern District of Florida. If any provision shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be construed as if such provision were drafted so as not to be invalid or unenforceable.
15. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument.
16. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by recognized courier service, such as FedEx or UPS, or mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth hereinabove. Any such notice shall be deemed to have been given as of the date delivered in person or the date of receipt of certified mail, provided that if delivery of certified mail is refused the date of delivery shall be deemed to be the date of refusal.
17. Consignor agrees to provide Consignee with sizing and repair services for jewelry purchased at its retail stores. Consignee's Customer Service will return the items to Consignor for these repairs.

18. Consignee offers their clients a “Two Year Guarantee” on any Fine Jewelry Purchase. Because a sale to a Customer is recorded as a purchase of the item of Consigned Merchandise by Consignee, Consignee cannot return a customer returned piece to the selling floor because if the same piece is sold a second time it would create a payable to Consignor. Therefore, all Consigned Merchandise sold to customers and subsequently returned to Consignee by the customer will be sent back to the Consignor on a “Vendor Debit.” Consignor consents that Vendor Debits may be deducted from any payable to Consignor from Consignee. Repair charges due to manufacturing defects shall be for the account of Consignor for the full duration of the Two-Year Guaranteed period provided to clients by Consignee. This Consignor obligation shall survive the termination or expiration of this Agreement, regardless of the Product servicing not due to manufacturing defects (for example) sizing shall be for the account of Consignee and should be billed directly to Customer Service Department and sent to [Customer.Service@Starboardcruise.com](mailto:Customer.Service@Starboardcruise.com) for payment.
19. Consignor agrees to be knowledgeable of and adhere to the terms in the Starboard Vendor Compliance web site located at: <http://logistics.starboardcruise.com>
20. In the case of any dispute between the parties that has not been resolved through negotiation between the parties within thirty (30) days of notice from one party to the other, either party may request in a further notice to the other party that such dispute be settled and determined through binding arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association (“AAA”). If the party receiving written notice of such request to arbitrate wishes to agree to such arbitration, it shall consent in writing to such notice within ten (10) days of receipt of such notice. Any action or inaction other than clear written notice of the receiving party’s consent to the request to arbitrate shall constitute that party’s rejection of the request. Once both parties agree to arbitrate any specific dispute hereunder, the parties are thereafter bound to arbitrate such dispute in accordance with the terms hereof. Any arbitration pursuant to this Agreement shall be held in Miami-Dade County, Florida and shall be conducted by a single arbitrator to be selected by other arbitrators, one of whom shall be selected by each party. The written decision of the arbitrator so selected shall be binding, final and conclusive on the parties. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The fees and expenses of arbitration shall be part of the award. The prevailing party in any arbitration shall recover its expenses and costs, including reasonable attorneys’ fees, from the other party. **IN THE EVENT ANY DISPUTE ARISING UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT IS LITIGATED IN A COURT, THE PARTIES HEREBY EXPRESSLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY OF ANY AND ALL ISSUES AS TO WHICH THE RIGHT TO TRIAL BY JURY MAY PERTAIN.**



21. Consignor agrees that it shall at all times comply with the Starboard and On-Board Supplier Code of Conduct.
22. Consignor agrees to perform and observe the “Additions / Attachments to Consignment Agreement” (“Attachment”) attached to this Agreement, which are incorporated by reference into this Agreement. Consignee shall have the right to amend the Attachments at any time by 30 days’ advance notice to Consignor, provided that in the event of a conflict between the terms of this Agreement and the terms of the Attachment, the terms of this Agreement shall prevail.
23. Consignor shall defend, indemnify and hold Starboard, its parents, subsidiaries and affiliates and all of their respective officers, directors, employees, attorneys and agents, harmless from and against all costs, loss, liabilities, or expenses (including attorneys’ fees and costs in all courts including the appellate courts) arising from or in any way relating to any suit, claim or proceeding, including any threatened suit, claim or proceeding, made or brought by a third party against Starboard arising from or in any way relating to Starboard’s sale or marketing of the Consigned Merchandise now or previously delivered to Starboard by Consignor. Starboard shall have the sole right to control and defend any such claim, suit or proceeding by any third party, including, the sole right to select counsel, at the sole cost and expense of Consignor. The parties agree to cooperate fully in the defense of any indemnified claim, at Consignor’s cost. The parties also agree to execute, acknowledge and deliver any reasonable document necessary with regard to the defense or settlement of any claim or litigation covered hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSIGNOR:

\_\_\_\_\_

CONSIGNEE:

STARBOARD HOLDINGS, LTD. INC.

By \_\_\_\_\_

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

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

By \_\_\_\_\_

Name: Perla Fernandez

Title: Chief Financial Officer