

## CONSIGNMENT AGREEMENT

**THIS AGREEMENT** is entered into with effect from the Effective Date (as defined in the Schedule) between the Consignee (as defined in the Schedule), **and** the Consignor (as defined in the Schedule) (the "Agreement").

### WHEREAS:

- (A) The Consignor legally and beneficially owns certain items (as defined in the Schedule) (the "Consigned Items") and wishes to sell the Consigned Items on consignment by the Consignee, and the Consignee wishes to sell those Consigned Items on behalf of the Consignor.

### IT IS AGREED as follows:

1. In this Agreement, unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. Save as otherwise indicated, references to "**Clauses**" and the "**Schedule**" are to be construed as references to clauses of, and the schedule to, this Agreement. Words importing the masculine gender, feminine gender or neuter shall include the others. The Consignor shall have final authority to interpret this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Parties in respect of any questions arising under this Agreement. The Recitals set forth above are incorporated into and made part of this Agreement.
2. The Consignor hereby grants to the Consignee a nonexclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.
3. Title to, and property and ownership in, all Consigned Items shall remain with the Consignor until such time as they are sold in the regular course of business.
4. The Consignee represents and warrants to and for the benefit of the Consignor as of the Effective Date as follows:
  - (i) Power: it has the capacity to enter into and perform and comply with its obligations under this Agreement;
  - (ii) Authorisation and Consents: all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order (a) to enable the Consignee to lawfully enter into and perform and comply with its obligations under this Agreement, and (b) to ensure that those obligations are legal, valid, binding and enforceable, have been taken, fulfilled and done;
  - (iii) Non-Violation of Laws: its entry into and/or performance of or compliance with its obligations under this Agreement do not and will not violate any law to which it is subject;
  - (iv) Obligations Binding: its obligations under this Agreement are legal, valid, binding and enforceable in accordance with its terms;
  - (v) Non-Violation of other Agreements: its entry into and/or performance of or compliance with its obligations under this Agreement do not and will not (a) violate any Agreement to which it is a party or which is binding on it or its assets, or (b) result in the creation of, or oblige it to create, any security over those assets;

- (vi) Litigation: no litigation, arbitration or administrative proceeding is current or pending or, so far as it is aware, threatened (a) to restrain the entry into and/or performance or enforcement of or compliance with the relevant obligations under this Agreement by the Consignor or (b) which has or could have a material adverse effect on it; and
  - (vii) Bankruptcy/Insolvency: no steps have been taken by the Consignee nor have any legal proceedings been started or threatened for its bankruptcy, winding up or insolvency or for the appointment of a receiver, trustee or similar officer of any of its assets.
5. This Agreement shall enure to the benefit of the Consignor and its successors and assigns, and the obligations of the Consignee under this Agreement shall be binding on it and its successors and personal representatives.
6. This Agreement shall commence on the date upon which it is executed by both parties. Either party may terminate this Agreement at any time, for any reason. Termination is effective immediately after either party serves written notice to the other, however, that such termination shall not affect any payment obligation owing by the Consignee to the Consignor.
7. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.
8. Any dispute or difference, whether contractual or non-contractual, arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination shall:
- (i) Unless otherwise agreed to as between the parties in writing, first be referred to mediation under the Mediation Rules of The Law Society of Hong Kong. If the mediation is terminated (as defined in the Mediation Rules of The Law Society of Hong Kong), without the dispute or difference having been resolved, within 21 days after such termination, any party may refer the dispute or difference to arbitration for final resolution.
  - (ii) Where following mediation in accordance with Clause 8 (i) above, the parties are unable to reach a mutually satisfactory resolution of the Disputes, except insofar as the parties elect to enforce this Agreement by judicial process or injunction as provided in the preceding Articles hereof, the Disputes must be submitted to be finally resolved by arbitration in Hong Kong in accordance with UNICITRAL Arbitration Rules for the time being in force. The arbitration shall be administered by Hong Kong International Arbitration Centre (“HKIAC”) in accordance with its Practice Note on UNICITRAL cases. The tribunal will consist of one arbitrator nominated by Herbertini. The language to be used in the arbitral proceedings shall be English.
  - (iii) This Agreement shall be governed by, and construed with, the laws of Hong Kong (without giving effect to principles of conflicts or choices of law).
  - (iv) Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. Judgment on any arbitral award may be given in any court having jurisdiction over the party (or over

the assets of the party) against whom such an award is rendered. Any arbitration against Herbertini or its associates must be commenced by filing a request for arbitration within one (1) year, after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. This one-year limitation period is inclusive of the internal dispute resolution including the mandatory mediation procedure set forth in the preceding paragraph of this section, above. There shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

- (v) Save for the Third-Party Payer as defined in Clause 6 of the Schedule hereunder in respect of its rights under this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623) (or any similar law, regulation or rule in any jurisdiction) to enforce any term of this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed to take effect on and from the Effective Date.


**CONSIGNEE**

Signed, Sealed and Delivered )  
by YUEN PAK HANG )  
for and on behalf of )  
Jewellery Design & Creation )  
Laboratory (Hong Kong) Limited )

*For and on behalf of*  
Jewellery Design & Creation Laboratory (Hong Kong) Limited  
創飾(香港)有限公司  
  
.....  
Authorized Signature(s)

**CONSIGNOR**

Signed, Sealed and Delivered )  
by HERBERT LEE YING CHIU )  
for and on behalf of )  
HERBERTINI LIMITED )

*For and on behalf of*  
HERBERTINI LIMITED  
尊皇珠寶有限公司  
  
.....  
Authorized Signature(s)

## SCHEDULE

1. “**Effective Date**” means 23<sup>rd</sup> October 2024.
2. “**Consignee**” means **Jewellery Design & Creation Laboratory (Hong Kong) Limited** with BR no. 70874340 and registered address at No. 15, 5/F, Lin Wai Building, No. 13-15 Hillier Street, Sheung Wan, Hong Kong, which expression shall include its personal representatives and, where relevant, its successors and assigns.
3. “**Consignor**” or “**Herbertini**” means **Herbertini Limited** with registered address at Unit 608, 6/F, Fotan Industrial Centre, 26-28 Au Pui Wan Street, Fo Tan, Hong Kong.
4. “**Consigned Items**” means each of the items owned by the Consignor as described in the Appendix (including, where appropriate, all Intellectual Property relating to it).
5. “**Intellectual Property**” means all rights in, to, or arising out of: (i) U.S. international or foreign patent or any application thereof and any and all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data, (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefore in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world, (iv) trademarks, domain names, brands, or any other goodwill or franchise, whether registered or otherwise throughout the world, and (v) any other proprietary rights anywhere in the world.

## Appendix

### Description of Consigned Item

No.	Description	Remark
1.	Name	Ruby flower & diamond leaves necklace, a matching ruby ring, a pair of matching ruby earrings & a matching ruby bracelet in 18K white gold jewellery parure
2.	Valuation Report No.	E-20240308
3.	Authenticity Report No.	SSEF 37982
4.	Materials	Rubies, diamonds and white gold
5.	Number	H4780, H4790, H4791, H4792
6.	Picture	
7.	Description	H4780 – Ruby flower & diamond leaves necklace in white gold H4790 – Rubies, diamonds and white gold ring H4791 – Rubies, diamonds and white gold earrings H4792 – Rubies, diamonds and white gold bracelet