

RAPAPORT SUPPLIER AGREEMENT

Entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between:

**RAPAPORT DIAMOND CORPORATION**, 1212 Avenue of the Americas, Suite 801, New York 10036 (together with its successors and assigns hereinafter "Rapaport")

AND \_\_\_\_\_ organized under the laws of \_\_\_\_\_, (together with any permitted successors or assigns hereinafter "Supplier") with address at \_\_\_\_\_

**WHEREAS** Rapaport has agreed to provide the Supplier with a service for the sale of diamonds and/or jewelry belonging to Supplier either by way of auction, tender or immediate sale ("Buy-Now") (hereinafter referred to collectively or individually as "Sale").

**AND WHEREAS** Supplier shall provide Rapaport with diamonds and/or jewelry ("Merchandise") for sale from time to time in the manner set forth in this agreement.

For the purposes of this agreement, "Supplier" shall include Supplier and also any undisclosed principal for whom or on whose behalf Supplier may be acting as an authorized agent.

**IT IS AGREED AS FOLLOWS:**

**1. Terms and Conditions**

- a. Receipt of Goods; Estimated Value of Merchandise.
  - i. Upon the Supplier's delivery of the Merchandise to Rapaport, the Supplier shall inform Rapaport in writing of the estimated value of the Merchandise (the "Estimated Value"):
  - ii. Upon receipt of the notice of Estimated Value, Rapaport shall notify the Supplier of any disagreement regarding the Estimated Value within three (3) Business Days; and
  - iii. If such disagreement cannot be resolved within three (3) Business Days, Rapaport shall immediately return the Merchandise to the Supplier, and such Merchandise shall be deemed rejected by Rapaport, unless otherwise agreed upon in writing with the Supplier.
- b. Sale Process. Rapaport and the Supplier agree as follows:
  - i. The date, place and time of the Sale shall be agreed by both parties.
  - ii. The names of all bidders/buyers shall remain confidential to Rapaport.
  - iii. In the case of Sale by auction or tender:
    1. The amount of bids shall remain confidential to Rapaport, except that highest bids will be disclosed to Supplier after the close of the auction.
    2. Unless otherwise mutually agreed, Rapaport will not disclose the winning bid amounts to the bidders.
  - iv. In all events, unless Supplier has elected the option described in Section 4(d) below, in which case, subject to the terms of that section, Rapaport guarantees return of the Merchandise or payment to Supplier of the high bid/buy-now price minus commission due under this Agreement ("Sale Fee") and agreed expenses and Rapaport shall have no right to levy any claim, lien or charge over the Merchandise.
  - v. The Merchandise shall continue to be the property of the Supplier, until payment in full has been received in respect of the Merchandise, subject however, to any liens imposed to secure any such Supplier Advance in the event Supplier elects to enter into a Supplier Advance, as described in Section 4(d) below.
  - vi. All bids are not final until payment has been received by Rapaport in full from the successful bidder/buyer. Acceptance of bidders/buyers and permission to bid/buy is granted at the sole discretion of Rapaport and subject to approval by Rapaport. Rapaport, in its sole discretion and acting reasonably, reserves the right to limit viewing of the Merchandise and refuses to accept bids/offers from any party for any reason. In addition, Rapaport reserves the right to refuse to sell any particular lot if

the highest bid received is deemed by Rapaport and/or Supplier, in their sole discretion, to be insufficient.

- vii. If payment is not made by a successful bidder/buyer ("Buyer"), Rapaport reserves the right to cancel the bid and/or Sale. All Sales are final and no returns are accepted after delivery under any circumstances. In the event of default by the Buyer, Rapaport at its sole discretion reserves the right to cancel the sale, and/or take legal action against Buyer and/or offer the goods to the second highest bidder/alternate buyer who is under no obligation to accept the Merchandise provided however that the Merchandise cannot be sold by Rapaport at a price that is not agreed by the Supplier or authorized by paragraph 3(l) (ii), subject, however, to the terms of any Supplier Advance.
- viii. In the event of any dispute, error or for any other reason deemed necessary by Rapaport, Rapaport in its sole discretion reserves the right to withdraw any lot from the Sale and/or refuse any bid/offer or cancel any sale. If Rapaport withdraws any lot or cancels any Sale, the withdrawn lot or Merchandise subject to such Sale shall be promptly returned to Supplier, subject however to the prior payment in full of any Supplier Advance.
- ix. The Supplier shall pay the user fee tax for the importation of the Merchandise calculated at 0.3464% of the estimated value of the Merchandise. Rapaport shall have the right to deduct the user fee tax and any other taxes due from the sale of the Merchandise from the proceeds of the sale. The Merchandise shall be at the Supplier's risk until collected by Rapaport's courier and thereafter at the risk of Rapaport.
- x. In New York, auctions and tenders will be conducted by auctioneer Penina Rapaport (New York City Department of Consumer Affairs (DCA) license number 1439768).

## **2. Rights and Obligations of Rapaport**

- a. Rapaport undertakes to manage completely the Sale of the Merchandise on behalf of the Supplier, which includes:
  - i. Marketing of the Sale to relevant buyers;
  - ii. Qualifying of bidder/buyers;
  - iii. Accepting bids from present and absentee bidders/buyers, including internet/emailed bids/offers;
  - iv. Creating catalog of lots and the bidding/sale forms;
  - v. Providing a location for viewing;
  - vi. Attending to management and supervision of viewing;
  - vii. Making due disclosure to all bidders that treated, synthetic, laser drilled, or simulated items may be in the lots and that they must carefully check the Merchandise. Conditions of sale will be AS-IS
  - viii. Returning to Supplier any undisclosed treated, synthetic or simulated items, at Supplier's cost;
  - ix. Drafting, enforcing and interpreting Sale terms and conditions (to which Supplier agrees to be bound by execution of this Agreement) for participants;
  - x. Taking complete management and control over the bidding/sale procedures, bid forms and bid opening procedure in accordance with the Supplier's instructions;
  - xi. Sending notifications to bidders and buyers;
  - xii. Collecting of all funds, and management of delivery of diamonds and /or jewelry to buyers after money received. Terms of sale will require that funds be remitted to Rapaport by Buyer no later than seven business days from end of the Sale;
  - xiii. Making payment of funds to Supplier and providing a full statement of purchase for each Sale and copies of documentation of all Merchandise sold including the actual purchase price in the form and at the time mutually agreed between the parties; and
  - xiv. Providing comprehensive and adequate insurance (against risks including the loss or damage of the Merchandise) for all Supplier's Merchandise that is covered at a minimum to the stated insurance value

of the Merchandise. Such insurance shall cover the Merchandise from the time Rapaport accepts receipt of the Merchandise to the time the Merchandise is shipped to the Buyer or Supplier.

- b. Rapaport guarantees that at all times Rapaport will either have Supplier Merchandise on Rapaport premises, or in its possession, with full insurance at the Estimated Value, or have the funds in Rapaport's bank account in anticipation of payment to or for the benefit of Supplier for the Merchandise. Rapaport shall also ensure that reasonably adequate security measures and controls are in place to protect the Merchandise whilst the Merchandise is held at Rapaport risk.
- c. Rapaport shall indemnify and hold the Supplier harmless against any all loss, liability, costs, expenses, damages, losses or penalty suffered or incurred by the Supplier in connection with any material breach or non-compliance by Rapaport of its representations, warranties or obligations under this Agreement.
- d. Rapaport warrants and represents that any Sale of the Merchandise will be conducted in compliance with all applicable laws and with all required licenses.
- e. The proceeds of any Sale shall be held in trust by Rapaport for payment to or for the benefit of Supplier in accordance with this Agreement, including in the event Supplier elects a Supplier Advance, in accordance with the terms of Section 4(d) below.
- f. Supplier shall be notified at the address for Supplier provided herein within 72 hours of any Sale and shall be paid by Rapaport strictly in accordance with the terms of this Agreement.
- g. Notwithstanding delivery to Rapaport, title to the Merchandise shall remain in Supplier until passing directly from Supplier to the Buyer receiving any Merchandise from Rapaport as part of a completed Sale.
- h. Rapaport represents and warrants to Supplier that, subject to any liens arising from a Supplier Advance pursuant to Section 4(d) below, the Merchandise, until sold, will be kept, free of all liens, claims and encumbrances including, but not limited to, claims of governments or governmental agencies;
- i. Unless otherwise mutually agreed, Rapaport will pay or cause the payment of all shipping charges and import and export taxes related to international shipping of the Merchandise from one auction location to another for the purpose of such Merchandise participating in a Sale. Without limiting the foregoing, Supplier shall be responsible for payment of all shipping charges and import and export taxes related to international shipping of Merchandise to and/or from Supplier.
- j. Rapaport agrees to notify Supplier promptly in writing within 24 hours of any events or circumstances that may cause any of Rapaport's representations, obligations or warranties under this Agreement to be inaccurate or breached in any way.

### **3. Rights and Obligations of Supplier**

- a. Supplier warrants that as of the date of the Sale:
  - i. It has complete and lawful right, title and interest in the Merchandise and has full rights to sell the Merchandise. To the extent that any Merchandise offered for Sale are not owned by Supplier, Supplier warrants that it is duly authorized to sell such Merchandise on behalf of its rightful owner.
  - ii. The products are being fairly and honestly offered for sale.
  - iii. There will not be any willful misrepresentation of Merchandise for sale.
  - iv. No treated, synthetic, laser drilled, or simulated diamonds and/or jewelry will be knowingly included in any Supplier Merchandise.
  - v. No glass, cubic zirconium ("CZ") or other non-diamond products shall be knowingly offered as diamonds.
- b. Full disclosure shall be made by Supplier if the Supplier knows that the Merchandise contains any treated, synthetic, laser drilled, or simulated diamonds and, if this be the case, Supplier must indicate at the time of submission of the goods whether it is uncertain if any Merchandise contains any glass, CZ or other non-diamond products.

- c. Supplier acknowledges that in the event that Supplier's Merchandise is found to contain undisclosed treated, synthetic, laser drilled or simulated diamonds in breach or violation of the Supplier warranty given above in Section 3(a) then Rapaport will be obligated to report any such fraudulent activity to the relevant authorities.
- d. Supplier shall notify the auctioneer, his or her agents, principals, employees, employers or assignees in the event of any defect in title.
- e. Supplier will not sell or offer for sale any of the Merchandise submitted to Rapaport from the date of submission until the Sale is closed.
- f. Supplier may remove Merchandise from a Sale once submitted provided (a) that the Supplier reimburses Rapaport of any costs that arise from such withdrawal, and (b) if Supplier has elected to receive a Supplier Advance, as described in Section 4(d) below, any such Supplier Advance shall have been paid in full.
- g. Legal and Ethical Compliance:
  - Supplier declares that to the best of the Supplier's knowledge:
    - i. All diamonds and metals submitted for Sale have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations resolutions and the Kimberley Process and have been sourced in compliance with all local laws to which Supplier is subject.
    - ii. Based on personal knowledge and/or written guarantees from its suppliers, to the best of the Supplier's knowledge, no diamonds or metals offered for Sale are connected in any way with any human rights violations (i.e. the mining or other means of production and refinement of the diamonds or metals did not involve murder, rape, physical violence or forced servitude).
    - iii. No diamonds or metals offered for Sale are traded in violation of U.S sanctions or sourced from Marange, Zimbabwe or from other sources or locations banned or prohibited by Rapaport as informed to Supplier from time to time.
- PROVIDED HOWEVER**, that Rapaport acknowledges that it is aware that the Supplier may obtain Merchandise offered for Sale from time to time through a retail pawnbroking and jewelry buying business. As such Supplier may not be able to ascertain whether any of the Merchandise which Supplier obtained from such sources contains diamonds or metals derived from the sources mentioned in this section.
- h. The warranties, representations and declarations of Supplier herein shall constitute a continuing binding obligation of Supplier to Rapaport and its affiliates in respect of all Merchandise supplied and offered either for Sale in terms of this agreement, or through any other sales channel provided by Rapaport or any of its affiliates, now or at any time in the future. In the event of any breach or violation of these Supplier warranties, representations and declarations, Rapaport shall be entitled to a full cash refund against return of any Merchandise found to be in violation thereof.
- i. Without limiting the generality of the foregoing, it is specifically agreed that in the event after the Sale, any Merchandise is found to be treated, synthetic, laser drilled or to contain simulated diamonds in breach or violation of the Supplier warranty given above, then Rapaport and/or the Buyer of the Merchandise shall be entitled to cancel the Sale immediately, return the affected Merchandise to the Supplier at the Supplier's cost and receive a full cash refund of the part of any or all amounts relating to the returned Merchandise which may have been paid to or on behalf of Supplier in respect of the Sale of said Merchandise.
- j. Supplier will pay all reasonable shipping and insurance expenses necessary to deliver the Merchandise to Rapaport or return Merchandise to Supplier in the event it is not sold.
- k. Supplier will prepare parcels with proper weights, descriptions and insured value in a timely manner and deliver them to Rapaport's office in accordance with mutually agreed time frames.

- l. Supplier will supply Rapaport with a sales tax resale certificate, and/or assist Rapaport in obtaining any other government issued licenses/registration as required by Rapaport for purposes of Patriot Act Anti-Money Laundering compliance purposes.
- m. In the case of sale by auction or tender:
  - i. Supplier and Rapaport may agree on reserve prices on a lot by lot basis. For goods offered without reserve, after the auction closes, Rapaport will notify Supplier of the highest bid on each lot in question and, with respect to each such lot, Supplier shall have the right to either accept the highest bid on the lot or to refuse the highest bid on the lot. If Supplier refuses the highest bid on a lot, Rapaport shall thereafter promptly return the Merchandise in such lot to Supplier, subject to the repayment of any Supplier Advance in the event Supplier has elected the option described in Section 4(d) below.
  - ii. For goods offered with reserve, Supplier hereby agrees that bids in excess or equal to the reserve price may be accepted and Rapaport will sell to the highest respective bidder. Rapaport will accept bids of up to 5% below the reserve price and supplier will be notified of any high bids that are within 5% of meeting the reserve price and has the right to either accept or refuse that bid. If Supplier refuses the bid, Rapaport shall thereafter promptly return the Merchandise in such lot to Supplier, subject to the repayment of any Supplier Advance in the event Supplier has elected the option described in Section 4(d) below.
- n. In the case of a Buy Now sale:
  - i. Supplier shall set forth a final immediate sale price (the "Buy Now Price") for each lot submitted for a Buy Now sale (a "Buy Now Item"). Rapaport reserves the right to examine the Buy Now Items, as well as review the Buy Now Prices, and reject Merchandise from submission to a Buy Now Sale, at its sole discretion.
- o. For all Merchandise sold, Rapaport will provide Supplier with a resale certificate, which for sales tax purposes, evidences that the Merchandise was purchased for resale and a full statement of purchase for each Sale in the form and at the time mutually agreed between the parties.
- p. Rapaport and Supplier agree that Supplier is not responsible and will not be charged any additional fees, costs, surcharges, tariffs or advertising costs; any actual expenses or costs incurred by Rapaport associated with conducting the Sale other than the Sale Fee provided for herein, and except for agreed expenses in relation to the expense of insured shipping of the Merchandise to Rapaport premises and the insured return of any unsold Merchandise to Supplier from Rapaport premises and agreed boiling, sorting, refining and certification fees.
- q. Supplier shall indemnify and hold Rapaport and its affiliates harmless against any all loss, liability, costs, expenses, damages, losses or penalty suffered or incurred by Rapaport or its affiliates in connection with any breach or non-compliance by Supplier of its representations, warranties or obligations hereunder.
- r. Supplier agrees to notify Rapaport promptly in writing within 24 hours of any events or circumstances that may cause any of its representations, obligations or warranties under this Agreement to be inaccurate or breached in any way.
- s. Supplier acknowledges and agrees that an interested third party beneficiary of all warranties and representations made by Supplier under this agreement is the ultimate purchaser of the Merchandise submitted by Supplier to Rapaport for sale.
- t. Supplier acknowledges and agrees that Rapaport shall not be responsible to examine any Merchandise for any chips prior to accepting the Merchandise from the Supplier. No Supplier claims after Auction for chipped Merchandise will be considered under any circumstances after returning the Merchandise back to the Supplier. Without any admission of liability, Rapaport reserves the right at its sole discretion to reimburse the Supplier for chipped Merchandise which Rapaport is aware was unintentionally caused whilst in its possession.

#### 4. Payment Structure

- a. Rapaport will be paid a Sales Fee as follows:
  - i. For **Jewelry sold by Auction or Tender**: A commission equal to 10% of the total sale price (highest bids);
  - ii. For diamonds entered in **Melee Auctions**: A commission equal to 5% of the total sale price (highest bid) subject to a minimum commission of \$25.00 per lot sold at auction;
  - iii. For diamonds entered in **Single Stone Auctions and Buy Now Sales**: A commission equal to 5% of the total sale price (highest bid) subject to a minimum commission of \$25.00 per lot for single stone lots sold at auction. However, in the case of GIA graded round brilliant cut diamonds submitted which meet the following criteria: .50ct or greater, K+ color, SI2+ clarity, VG-EX cut/polish/symmetry, and none-faint fluorescence ("K+SI2+"), the 5% aforementioned commission will be reduced to a 3% commission;
  - iv. For **Merchandise sold via Live ONLINE Auction**: A commission equal to 5% of the total sale price (highest bids).
- b. Sorting Costs and Other Charges.
  - i. Rapaport undertakes, at Supplier's option and expense, to provide a sorting service of Supplier's Merchandise, prior to the sale thereof, based on size, color, and clarity, provided such service is agreed to by Supplier and Rapaport.
  - ii. If such sorting service is elected by Supplier, Supplier shall pay Rapaport a \$1.50 per carat fee for the services rendered.
    - 1. In the event that Supplier opts not to make use of such service in respect of Supplier's Merchandise offered for sale and they are not to be sorted, then Supplier agrees that the following shall be applicable:
      - a. For any parcels that are found to contain at least 2% CZ, moissanite or other non-diamond material, Supplier shall pay Rapaport a \$0.50 per carat fee. Supplier shall be liable for said fee regardless if a Sale should eventuate, or if the Merchandise is returned.
  - iii. For all Merchandise sent to boil on behalf of Supplier, Supplier shall pay Rapaport a \$0.50 per carat fee based on the total pre-boil weight of said Merchandise. Supplier shall be liable for said fee regardless if a Sale should eventuate, or if the Merchandise is returned. Rapaport agrees not to send any Merchandise to boil without Supplier consent;
- c. Rapaport Refining and Stone Removal Services
  - i. For all merchandise sent for refining on request and behalf of the Supplier the following terms will apply:
    - 1. Refining charges and metal return rates will be agreed upon and signed on an Addendum to this agreement.
    - 2. Should the Supplier request a stone removal service, upon completion of the refining, all diamonds will be available for return to Supplier or submitted to a Sale subject to the diamonds meeting all auction requirements as specified in the agreement.
    - 3. Any non-diamond material recovered from the stone removal service will be available for return to Supplier upon request. If the Supplier does not request this non-diamond material from Rapaport within 30 days, then Rapaport has the right to discard the material.
    - 4. The Supplier agrees not to dispute the results of the melt. Rapaport will not be liable for any disputes, controversies, or alleged discrepancies based on the outcome of the melt.
    - 5. Unless otherwise requested by the Supplier, the refining settlement rates shall be based upon the "London p.m. fix" of the date that the gold from the Merchandise is refined.
    - 6. Payment for all metals refined, minus all charges and any fees, will be made 2 business days after refining is complete.
- d. Supplier Advance Option.

- i. On or prior to delivery of any Merchandise to Rapaport, and from time to time Supplier shall have the option of asking Rapaport Capital, LLC, an affiliate of Rapaport (“Provider”) to make an advance to Supplier on such terms as shall be provided pursuant to separate documentation between Supplier and Provider (a “Supplier Advance”).
  - ii. Supplier acknowledges that if it elects to take a Supplier Advance, Rapaport may act as agent for the Provider and will be deemed to be holding all Merchandise as collateral for any such Supplier Advance. Notwithstanding anything to the contrary in this Supplier Agreement, Supplier acknowledges and agrees that Rapaport is authorized to and shall have the right to apply any proceeds from the sale or disposition of any Merchandise to the repayment of any such Supplier Advance.
- e. Rapaport will pay to Supplier via Fed Fund Bank Wire Transfer all funds that are collected less the Sale Fee and any agreed expenses within 14 (fourteen) days of date of sale, and subject to the repayment of all Obligations under the documents evidencing any Supplier Advance. Any and all fees related to such Bank Wire Transfers shall be the sole responsibility of the Supplier.
- f. Rapaport shall be entitled to hold any Merchandise not sold until the Sale Fee, any outstanding Supplier Advance, and any other agreed expenses have been paid in full. If not so paid by the due date, without limiting the rights of Provider under the documents evidencing or relating to any Supplier Advance, Rapaport shall be entitled to sell any Merchandise up to the value of any amount then outstanding and due to it or any of its affiliates by Supplier.

## 5. Assignment

Neither party may assign this Agreement nor any rights or obligations hereunder without the prior consent of the other except that nothing in this Section shall prevent either party from assigning, delegating or transferring, in whole or in part, any of its rights and /or benefits and or obligations hereunder to any subsidiary, affiliate, or filial company/ies or entity/ies within its group of companies without the prior written consent of Supplier.

## 6. Termination

- a. Each party may terminate this Agreement immediately by giving written notice to the other party, in the event of the following:
- i. The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - ii. The other party commits a material breach of any term of this agreement which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
  - iii. The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts (being a company or limited liability partnership).
- b. Upon termination of this Agreement for any reason, Rapaport shall immediately, but in all events subject to the terms of any outstanding Supplier Advance:
- i. **For unsold Merchandise:** Return any unsold Merchandise to the Supplier;
  - ii. **For sold Merchandise:** Pay the Supplier the high bid/buy-now price less any Sale Fee, any outstanding Supplier Advances and any other agreed expenses and costs.

## 7. Confidentiality

The terms and conditions of this agreement will not be disclosed to any third parties.

A party (“Receiving Party”) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (“Disclosing Party”), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party’s business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential

information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Section shall survive termination of this Agreement.

#### **8. Right of Audit**

- a. Rapaport shall permit the Supplier and its third party representatives, at any point during the continuance of this Agreement and upon one week prior notice, to access and take copies of only such of Rapaport's records and any other information held at Rapaport's premises, and to meet with such of Rapaport's personnel as may be required to audit Rapaport's compliance with its obligations to Supplier with respect to the Merchandise under this Agreement provided that any such audit shall be conducted during normal business hours, and so as to not interfere with the conduct of Rapaport's business. Such audit rights shall continue for three years after termination of this Agreement. Rapaport shall give all necessary assistance to the conduct of such audits during the continuance of this Agreement and for a period of three years after termination of this Agreement. For the avoidance of doubt, this Section shall not confer on the Supplier the right to access information or records about other customers of or the business of Rapaport.
- b. Audit access by any third party representative of the Supplier shall be subject to such representative agreeing to confidentiality obligations equivalent to those in Section 7 above with respect to any information obtained, provided that all information properly obtained may be disclosed by such representative to the Supplier.

#### **9. Limitation of Liability**

- a. Notwithstanding anything to the contrary in this Agreement, Rapaport's liability under this Agreement is expressly limited to a sum equal to the Estimated Value of the Merchandise provided to Rapaport less the amount of any payments that Rapaport delivered to or for the benefit of the Supplier with respect to such Merchandise. In addition, each party may be liable for any reasonable attorney's fees incurred by the other in successfully enforcing its rights under this Agreement.
- b. In the event of a dispute arising under this Agreement, Rapaport shall have no liability whatsoever to the Supplier if Rapaport elects to and does return the Merchandise to the Supplier within thirty (30) days of demand from the Supplier, subject however to the payment in full of any outstanding Supplier Advance.

#### **10. General**

- a. This Agreement sets out the entire agreement between the parties in relation to its subject matter and overrides any prior agreement, correspondence or representations. All warranties and conditions not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law. Nothing in this Agreement shall create or be deemed to create a partnership or joint venture or relationship of employer or employee between the parties.
- b. Unless otherwise agreed between the parties, all notices required to be given under this agreement shall be given in writing and delivered to the address of that party listed above.
- c. For the purposes of this Agreement, the term "Business Day" shall mean any day other than a Saturday, Sunday, or day when commercial banks are authorized to be closed in New York City, NY.



IN WITNESS WHEREOF, this Supplier Agreement has been executed by the Parties as of the day and year first above written.

\_\_\_\_\_

By: \_\_\_\_\_

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

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

**RAPAPORT DIAMOND CORPORATION**

By: \_\_\_\_\_

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

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