

TERMS OF AGREEMENT (1) Merchandise, Delivery, Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, jewelry related products and merchandise ("Merchandise"), as may be agreed upon, pursuant to the terms and conditions set forth herein and in a memo or other documentation. If no notice of defect in shipment or return of Merchandise, is received by Consignee within 5 business days after Consignee's receipt of such Merchandise, such Merchandise shall be deemed acceptable to and accepted by Consignee and there shall be no liability or recourse to Consignee thereafter. (2) Merchandise is received by Consignee and will immediately notify Consignee in writing of any loss, damage, or destruction of any loss. Consignee assumes all risks of loss from the time Consignee is received by Consignee and until returned to and accepted by Consignee, and will name Consignee as a loss payee and an additional named insured. Consignee will promptly pursue on Consignee's behalf all remedies and payments in the event of any loss or damage and will immediately notify Consignee in writing of any loss or damage. Consignee shall be responsible to Consignee for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and shall be responsible for any deductible amount and that all transactions hereunder shall be subject to the purchase and sale of the Consignment Agreement and that all transactions hereunder shall be subject to the purchase and sale of the Consignment Agreement and that all transactions hereunder shall be subject to the purchase and sale of the Consignment Agreement.

SimplexDiam Inc.

PG 1 of 3

MEMORANDUM
DJ 205759 DJ

Form
50 West 47th St, Suite 20N
International Gem Tower
New York, NY 10036
T: 800.233.1155
F: 212.883.9532
E: sales@simplexdiam.com
www.simplexdiam.com
Tax Id: 13-3218259
Service Rep:

Memo
Contact Name: Jin, Sherry + STEFFEL
Title:
Consignee Company Name: J.R. Hofstetter (Legal Name Please)
Govt Issued Registration No:
Business Address: 53 N. Chestnut St
City: Jefferson State: OH Zip: 44047
Telephone: 440-576-2936 Facsimile:
Email: hofjim2@comcast.net
Would you like to receive e-newsletters: Yes No

Date		Special Notes:				Terms	
11.10.2022		RJO					
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret Sold
1	SER025-4WSP-E20		1/4ctv STDS 14W	①		129-	
2	SER033-4WSP-SER		1/3ctv STDS 14W	①		219-	
3	SER033-4WSP-L20		" " 14W	①		199-	
4	SER075-4WSP-SSA		3/4ctv STDS 14W	①		669-	
5	SER13105CZ854W		1.105ctv STDS 14W	①		1339-	
6	SER13150-C0904W		1.50ctv STDS 14W	①		1829-	
7	M13P2428V0814		.20pt. CROSS 14W	①		289-	
8	M13P2374S0411		1/4ctv CROSS 10Y	①		199-	
9	M13P2375V0814		.10pt. PEND 14W	①		149-	
10	M13P2375V0815		" " 14Y	①		149-	
11	M13P2377V0814		.10pt. Pend. 14W	①		149-	
12	M13P2377V0815		" " 14Y	①		149-	
13	M13R2184V0910		RTP BAND 10W	①		119-	
Totals							
Ship Charge							
G. Totals							

PG 1 5657 ^{EX} W

To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).

USA PATRIOT ACT COMPLIANCE. The below under signed signatory ("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has provided or will provide all other documentation and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form as well as the Consignment Agreement Terms of Agreement on the back hereof.

Is this Company AML (Anti-Money Laundering) compliant pursuant to the USA Patriot Act if registered within the US or pursuant to International Law if registered outside the US? Yes No

This document includes a CONSIGNMENT AGREEMENT between SIMPLEXDIAM INC., a New York corporation with an office at 50 W. 47th Street, Suite 20N, New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignee need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.

ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS.

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X
Authorized Signatory

From	50 West 47th St, Suite 20N	Memo To	Contact Name:
	International Gem Tower		Title:
	New York, NY 10036		Consignee Company Name: J.R. Hofstetter (Legal Name Please)
	T: 800.233.1155		Govt Issued Registration No:
	F: 212.883.9532		Business Address:
	E: sales@simplexdiam.com		City: _____ State: _____ Zip: _____
	www.simplexdiam.com		Telephone: 440-576-2936 Facsimile: _____
	Tax Id: 13-3218259		Email: _____
Service Rep:	Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Date		Special Notes:					Terms	
11, 10, 2022		RJO						
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
1	M13R2547V0914-010		.10pt WIZAP 14W	①		189-		
2	M13R2547V0915-025		.25pt WIZAP 14Y	①		259-		
3	M13R213V0914A		1/2ctw BAND 14W	①		459-		
4	M13R2101V0914		1/4ctw BAND 14W	②	319-	638-		
5	M13R2101V0915		" " 14Y	②	319-	638-		
6	M13R2128V0914		1/4ctw BAND 14W	①		269-		
7	M13R2128V0915		" " 14Y	①		229-		
8	M13R2128V0916		" " 14I2	①		269-		
9	M13R2590V8A15		1/2ctw BRIDAL 14Y	①		649-		
10	M13R2599V8A14		1.00ctw BRIDAL 14W	①		829-		
11	M13R2587V814		1/2ctw BAND 14W	①		419-		
12	M13R2680V8A15		1/4ctw BAND 14Y	①		939 349-		
13	T200-204WTL-SZQ		2.00ctw BRACE 14W	②	1239-	2478-		

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	Ship Charge	PG. 2	7674- ✓
	G. Totals		

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WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X _____
Authorized Signatory

F r o m	50 West 47th St, Suite 20N International Gem Tower New York, NY 10036 T: 800.233.1155 F: 212.883.9532 E: sales@simplexdiam.com www.simplexdiam.com Tax Id: 13-3218259 Service Rep:	M e m o T o	Contact Name: _____ Title: _____ Consignee Company Name: <u>J.R. Hofstetter (Legal Name Please)</u> Govt Issued Registration No: _____ Business Address: _____ City: _____ State: _____ Zip: _____ Telephone: <u>440-576-2936</u> mile: _____ Email: _____ Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>
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Date		Special Notes:					Terms	
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
	<u>11.10.2022</u>		<u>RTO</u>					
1	X12R2208C195		MORG/DR RING - 10R ①			227-		
2	X12R2208C063		B.T. DR RING - HR ①			607-		
3	X13E2210B127		1/3 CTW EARR 10W ①			284-		
4	X13P2210B139		1/5 CTW PEND 10W ①			189-		
5								
6								
7			- ALL DEL. © STORE					
8								
9			- DUE 12.15.2022 - 1.15.2023					
10								
11								
12								
13								

#1307 EX

PG. 3

Totals								
Ship Charge								
G. Totals								

TOTAL \$14,638 EX

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Sherry La Hofstetter
Signature X
Authorized Signatory