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 Consignor 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 Consignor therefor. 2) Insurance; Risk of Loss. Consignee shall insure the Merchandise for its full value for and against all risk of loss. Consignee assumes all risks of loss from the time Merchandise is received by it until returned to and accepted by Consignor, and will name Consignor as a loss payee and an additional named insured. Consignee it will promptly pursue on Consignor's behalf all remedies and payments in the event of any loss or damage and will immediately notify Consignor in writing of any losd or damage. Consignor shall be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and substantial that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments, Title; UCC Interest. The parties agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of merchandise. If, notwithstanding the provisions of this Agreement, a court of competent jurisdiction determines that Consignee has any right, title or interest in the Merchandise or proceeds other than as a consignee, Consignor shall have, and is hereby granted, a first priority and continuing lien on and security interest in the Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom

immediately vest in and belong to Cor available funds. Consignee shall kee may be conveyed to Consignor or wh Consignor's ownership of the Mercha obligations owing to Consignor, the ri to the Merchandise at all times and Co contesting, the validity, perfection, price connection herewith or contemplated h order, memo form, invoice, correspond under any circumstances unless and ur Consignee shall provide Consignor with shall list all sales, returns, and lost or c after receipt or the Sales Report. Cons such request or any termination, all Me previously sold, lost or damaged, within shall become immediately due and pay possession of and remove the Merchan 5) Other Covenants; Representations. (other encumbrance (each a "Lien") in or any such Lien. Consignee may sell the N bulk or in any other manner, of any Merc money security interest or similar conditi cash exchange and not the payment for applicable, duly organized under the law preamble to this Agreement. CONSIGNO MPLIED WARRANTIES OF MERCHANTABI Consignor and its shareholders, directors expense (including, without limitation, leg Consignee or any of Consignee's affiliates Consignee shall pay all expenses including rights and remedies with respect to the M The language used in this Agreement is ch forth the final and entire understanding w charged with such modification, waiver or hereunder shall not affect the right of such or unenforceability shall attach only to such provision shall be construed and limited to without the prior written approval of Consid an original and all of which taken together AN AS IS, WHERE IS BASIS. ALL ITEMS FOR are from multiple sources and have not bee are found to be synthetic, SimplexDiam may items/labels/tags/Invoices are in carats an up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, weights on closeout merchandise - they are to SimplexDiam in writing within five (5) day

deliver to Consignor, such financing statements and other doc

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/10/2023

Tracking Number: 1Z0173YV0221936504

Confirmation Number: 30E84E72 Reference Number: 10026579

Customer Reference Number: 10026579

De will not permit any person o	* Saturday Pickup :	No
Ship From	* Saturday Delivery :	No
ALPA SHETH	* COD Services :	No
SDX 50 W 47TH ST,	* Adult Signature :	No
SUITE 2011	* Residential Delivery :	No
NEW YORK, NY 10036, US	* Schedule Pickup:	No
**Rerouted shipment.	* Pickup Date :	

**Rerouted shipment.

Ship To

CHAD CRAWFORD

13 SECRETS INC.

426 E. OGELTHORPE AVE.

SAVANNAH, GA 31401, US

* Direct Delivery Only : No

* Direct Signature : No

Service Type : 2nd Day Air

Package Type : EXPRESS BOX

Weight: 1.00 lbs

Est. Ship & Ins Cost: \$15.11

Est. Optional Charges: \$2.39

Total Estimated Cost: \$17.50

received by Consignor in immediately the foregoing, the security interest that e or other law, shall not supersede or affect er or any other defect in any interests or nection herewith. Consignor shall have title e shall not contest, or assist any party in it granted to Consignor or granted in eeds. Nothing in this Agreement or any to pass title to Merchandise to Consignee or. 4) Reporting; Payment; Inspection. last day of each calendar month (which se sold, lost and damaged within 5 days Agreement at any time. In the event of rchandise not returned, whether indebtedness of Consignee to Consignor aw and equity, the absolute right to take signee's books and records at any time. st, security interest, lien, attachment or h Lien, and will take all action to remove eement, no other sales of Merchandise, party on consignment, credit, purchase parties hereto to be a contemporaneous oration or limited liability company, as business is the location set forth in the CLUDING, WITHOUT LIMITATION. mnify, defend and hold harmless y, obligation, claim, allegation, or and/or (b) the acts or omissions of loyees, vendors or contractors. 7) Fees. ith the enforcement of Consignor's Severability; Assignment; Counterparts. either party. This Agreement sets writing signed by the party to be nereof or exercise any rights ralid or unenforceable, such invalidity f this Agreement and any such ment is not assignable by Consignee onic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON ore natural. However the diamonds any diamond in a lot of diamonds mped on the up, 0.75 or $\frac{3}{4} = .70$ up, .50 or $\frac{1}{2} = .45$ responsible for the estimated erms must be reported by Consignee

make timely payment to SimplexDiam for any

ne. Title to Merchandise proceeds shall

amounts will result in a monthly late paymen. Required to responsible law. 12) Choice of Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of New York (without reference to its rules as to conflicts of law). Consignee irrevocably submits to the exclusive jurisdiction of the forum of SimplexDiam's choice and waives any objection based on forum non conveniens or any other objection to venue. Consignee waives its right to bring any action or proceeding between the parties and relating to this Agreement in any jurisdiction other than New York County, State of New York. The parties waive personal service of any summons and complaint or other process and papers therein and agree that the service thereof may be made by certified mail, return receipt requested, directed to the party at the address set forth herein or other address thereof of which the sending party has received notice. 13) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

BANK WIRING INSTRUCTIONS

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

T. 917.542.2343, F. 212.626.1276 Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N