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<b>F</b> 50 West 47th St, Suite 20N <b>T</b> International Gem Tower <b>m</b> New York, NY 10036 <b>T: 800.233.1155</b> <b>F: 212.883.9532</b> <b>E: sales@simplexdiam.com</b> <b>www.simplexdiam.com</b> <b>Tax Id: 13-3218259</b> <b>Service Rep:</b>	<b>M</b> <b>e</b> <b>m</b> <b>o</b> <b>r</b> <b>o</b>	<b>Contact Name:</b> _____ <b>Title:</b> _____ <b>Consignee Company Name:</b> <u>Daward for you</u> (Legal Name Please) <b>Govt Issued Registration No:</b> _____ <b>Business Address:</b> <u>2120 Dechard Blvd</u> <b>City:</b> <u>Dechard</u> <b>State:</b> <u>TN</u> <b>Zip:</b> <u>37324</u> <b>Telephone:</b> _____ <b>Facsimile:</b> _____ <b>Email:</b> <u>931-987-4078</u>
<b>Would you like to receive e-newsletters:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		

Date		Special Notes: <u>Daward</u>					Terms	
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
1	<u>32868</u>	<u>\$ 12000</u>	<u>RD TTLC-D</u>	<u>COF CO9</u>	<u>19.26</u>	<u>350</u>	<u>6741.</u>	
2			<u>SELECTION pieces</u>					
3			<u>\$ 390.000.45+</u>					
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

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).

Totals	<u>19.26</u>	<u>6741</u>	
Ship Charge		<u>\$ 33</u>	
G. Totals			

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 documentatoin 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. Consignor 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**

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 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 loss or damage. Consignee shall be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and shall be responsible to Consignor for any deductible amount not paid by insurance in the event of any loss or damage. 3) **True Consignment; 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. Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing statements and other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise is paid. Consignee shall keep all available funds. Consignee shall keep all proceeds of sale of Merchandise, including but not limited to the proceeds of any sale, in a separate bank account which may be conveyed to Consignor or which shall be held in trust for Consignor's ownership of the Merchandise. Consignee shall remain obligated to Consignor, the right to the Merchandise at all times and Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the lien granted in connection herewith or contemplated hereunder in any order, memo form, invoice, correspondence or other document under any circumstances unless and until Consignee shall provide Consignor with a written statement which shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignee shall not request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days shall become immediately due and payable to Consignor upon possession of and remove the Merchandise. 5) **Other Covenants; Representations.** Consignor warrants that there is no other encumbrance (each a "Lien") in or on the Merchandise or any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise, without any money security interest or similar condition, and shall not effect any cash exchange and not the payment for any Merchandise, unless applicable, duly organized under the laws of the United States in accordance with applicable law, and shall be bound by the terms and conditions of the preamble to this Agreement. CONSIGNOR AND CONSIGNEE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. Consignor and its shareholders, directors, officers, agents, employees, and independent contractors, shall not be liable for any expense (including, without limitation, legal fees and costs) incurred by Consignee or any of Consignee's affiliates, or by Consignee, in connection with the enforcement of its rights and remedies with respect to the Merchandise. The language used in this Agreement is chosen by the parties and shall be the final and entire understanding of the parties and shall be charged with such modification, waiver or amendment as hereunder shall not affect the right of such party to enforce its rights or unenforceability shall attach only to such party. This provision shall be construed and limited to the extent that without the prior written approval of Consignor, no copy of this Agreement, original and all of which taken together shall constitute the entire agreement. 6) **WARRANTY.** ALL ITEMS FOR SALE ARE AS IS, WHERE IS BASIS. ALL ITEMS FOR SALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED. IF ANY ITEMS ARE FOUND TO BE SYNTHETIC, SimplexDiam may, at its discretion, return items/labels/tags/Invoices are in carats and points. .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = .22 up. Weights on closeout merchandise - they are not guaranteed. Consignee to SimplexDiam in writing within five (5) days. Failure to do so will result in a monthly late payment of 1.5% per month. 7) **Choice of Law; Jurisdiction.** This Agreement shall be governed by 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.

**Shipment Details - Confidential Information. Not For UPS**

Transaction Date : 1/6/2023  
 Tracking Number : 1Z0173YV0130723522  
 Confirmation Number : F3A5CED5  
 Reference Number : DJ202982DJ  
 Customer Reference Number : DJ202982DJ

**Ship From**  
 ALPA SHETH  
 SDX  
 50 W 47TH ST,  
 SUITE 2011  
 NEW YORK, NY 10036, US  
 \*\*Rerouted shipment.

**Ship To**  
 DALE  
 D FOR YOU  
 2120 DECHARD BLVD  
 DECHERD, TN 37324, US

\* Saturday Pickup : No  
 \* Saturday Delivery : No  
 \* COD Services : No  
 \* Adult Signature : No  
 \* Residential Delivery : No  
 \* Schedule Pickup : No  
 \* Pickup Date :

\* Direct Delivery Only : No  
 \* Direct Signature : No  
 Service Type : Next Day Air  
 Package Type : EXPRESS BOX  
 Weight : 1.00 lbs  
**Insured Value : 1,000.00 USD**

Est. Ship & Ins Cost: \$28.04  
 Est. Optional Charges: \$4.62  
 Total Estimated Cost: \$32.66

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. RSD R 1022

**BANK WIRING INSTRUCTIONS**


Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017  
 T. 1-917-542-2343, F. 1-212-626-1276  
 Account Number: 8608095400  
 Routing Number: 026002794  
 Swift Code: LUMIUS3N

2945789

<p><b>SimplexDiam, Inc.</b>          50 west 47th Street, Suite # 2011          New York, NY 10036          Tel: +1 (212) 883-0888, Fax +1 (212) 883-9532</p>	<p><b>INVOICE</b></p>
<p><b>To</b>    <b>Diamonds For You</b>          2120 Decherd Blvd          DECHERD TN 37324 US</p>	

<p>Telephone: (931) 967-4028          E-Mail: <a href="mailto:trustdiamondsfor you@gmail.com">trustdiamondsfor you@gmail.com</a>          Attention: Dale &amp; Beverly Pavatte          Terms: <b>2% in 10 Days</b></p>	<p><b>DATE: 1/10/2023</b>  <b>INV#: DJ202982DJ</b></p>
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SR #	Lot#	Description	Size	Carat Weight	TOTAL	Total Amount (US\$)
1	32868	Rd TTLC-D CO8 /CO9		19.26	\$ 343.05	\$ 6,607.16
		<b>Shipping Charges</b>				\$ 33.00
		<b>" Cut and Polished Diamond "</b>				
		Subtotal				\$ 6,640.16
Total				<b>19.26</b>		<b>\$ 6,640.16</b>

<p><b>Remittance Instructions:</b></p> <p>Beneficiary Name: SimplexDiam, Inc.          Bank Name: Valley Bank          Bank Address: 350 Madison Ave, New York, NY 10017          T. 1-917-542-2343 F. 1-800-892-5430          Bank Account: 8608095400          Swift Code: LUMIUS3N          ABA#: 026002794</p>	<p style="text-align: center;">"All our diamonds are from legitimate sources not involved in funding conflict and are in compliance with UN resolutions. We hereby guarantee that the diamonds are conflict free based on personal knowledge and/or written guarantee."</p> <p style="text-align: center;">               .....              For Simplexdiam Inc         </p>
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