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 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 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 reas mmediately vest in and belong to available funds. Consignee shall may be conveyed to Consignor or Consignor's ownership of the Mer obligations owing to Consignor, the to the Merchandise at all times ar contesting, the validity, perfection connection herewith or contempla order, memo form, invoice, correst under any circumstances unless ar Consignee shall provide Consigno shall list all sales, returns, and los after receipt or the Sales Report. such request or any termination, a previously sold, lost or damaged, shall become immediately due and possession of and remove the Me 5) Other Covenants; Representation other encumbrance (each a "Lien") any such Lien. Consignee may sell bulk or in any other manner, of any money security interest or similar c cash exchange and not the paymer applicable, duly organized under th preamble to this Agreement. CONS IMPLIED WARRANTIES OF MERCHA Consignor and its shareholders, dir expense (including, without limitation) Consignee or any of Consignee's af Consignee shall pay all expenses in the ights and remedies with respect to The language used in this Agreeme forth the final and entire understand charged with such modification, wai hereunder shall not affect the right (or unenforceability shall attach only provision shall be construed and lim without the prior written approval o an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITEM are from multiple sources and have r are found to be synthetic, SimplexDia items/labels/tags/Invoices are in ca up, .40 or 3/8 = .37 up, .33 or 1/3 = weights on closeout merchandise - t to Simplex Diam in writing within five amounts will result in a monthly late see Notice on Reverse regarding UPS Terms, and notice of limitative customs purposes. If exported from the US, shipper certifies that the Regulations. Diversion contrary to law is prohibited.

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/12/2023

Tracking Number: 1Z0173YV0222024603

Confirmation Number: B47BF078 Reference Number: 10026588

Customer Reference Number: 10026588

Cansigons will set permit any pen	surror entity (other than Consignor) to r
Ship From	* Saturday Pickup : No
ALPA SHETH	* Saturday Delivery : No
SDX	* COD Services : No
50 W 47TH ST,	* Adult Signature : No
SUITE 2011	* Residential Delivery : No
NEW YORK, NY 10036, US	* Schedule Pickup: No
**Rerouted shipment.	* Pickup Date :
Ship To	
GARY SANCHEZ	* Direct Delivery Only: No
D D INC	* Direct Signature : No
117 2ND AVE N.	Service Type : 2nd Day Air
SAINT PETERSBURG, FL 337	Package Type: EXPRESS BOX
01, US On the Sale Only To the best of the sale and a full refuse	Weight: 1.00 lbs
	Insured Value: 238.00 USD
	Est. Ship & Ins Cost: \$14.09
	Est. Optional Charges: \$2.39
	Total Estimated Cost: \$16.48

time. Title to Merchandise proceeds shall en received by Consignor in immediately ding the foregoing, the security interest that Code or other law, shall not supersede or affect under or any other defect in any interests or connection herewith. Consignor shall have title ignee shall not contest, or assist any party in erest granted to Consignor or granted in proceeds. Nothing in this Agreement or any med to pass title to Merchandise to Consignee erefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which andise sold, lost and damaged within 5 days e the Agreement at any time. In the event of Il Merchandise not returned, whether ding indebtedness of Consignee to Consignor I by law and equity, the absolute right to take d Consignee's books and records at any time. nterest, security interest, lien, attachment or u such Lien, and will take all action to remove s Agreement, no other sales of Merchandise, third party on consignment, credit, purchase y the parties hereto to be a contemporaneous corporation or limited liability company, as ace of business is the location set forth in the ISE INCLUDING, WITHOUT LIMITATION, Il indemnify, defend and hold harmless iability, obligation, claim, allegation, or action and/or (b) the acts or omissions of s, employees, vendors or contractors. 7) Fees. tion with the enforcement of Consignor's aiver; Severability; Assignment; Counterparts. gainst either party. This Agreement sets ept in writing signed by the party to be vision hereof or exercise any rights neld invalid or unenforceable, such invalidity vision of this Agreement and any such Agreement is not assignable by Consignee electronic signature, each of which shall be SEOUT MERCHANDISE SHALL BE SOLD ON :livered are natural. However the diamonds nt that any diamond in a lot of diamonds ints stamped on the $= 0.95 \text{ up}, 0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$

are not responsible for the estimated

mely payment to SimplexDiam for any

RRD R 1022

ice or terms must be reported by Consignee

Choice to be charged under applicable 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