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 i 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 lo 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 a 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 part 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

deliver to Consignor, such financing statements and other deimmediately vest in and belong to Co 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 wit 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, withi shall become immediately due and pay possession of and remove the Merchar 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 Mer money security interest or similar condit cash exchange and not the payment for applicable, duly organized under the law preamble to this Agreement. CONSIGNO IMPLIED WARRANTIES OF MERCHANTABL Consignor and its shareholders, directors expense (including, without limitation, lec Consignee or any of Consignee's affiliates Consignee shall pay all expenses includin rights and remedies with respect to the N The language used in this Agreement is cl 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 sucl provision shall be construed and limited to without the prior written approval of Consi 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 ar 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) da amounts will result in a monthly late paymen

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/20/2023

Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom

Tracking Number: 1Z0173YV0226483735

Confirmation Number: 4882B72A Reference Number: 10026627

Customer Reference Number: 10026627

No * Saturday Pickup : Ship From * Saturday Delivery: No ALPA SHETH No * COD Services : SDX * Adult Signature : No 50 W 47TH ST, * Residential Delivery: No SUITE 2011 * Schedule Pickup : No NEW YORK, NY 10036, US * Pickup Date :

**Rerouted shipment.

Ship To

RICHARD LORENSON SCHROTH AND LORENSON J 446 SPRINGFIELD AVENUE SUMMIT, NJ 07901, US

* Direct Delivery Only : No * Direct Signature : No

2nd Day Air Service Type : EXPRESS BOX Package Type:

1.00 lbs Weight:

Insured Value: 896.00 USD

\$15.06 Est. Ship & Ins Cost: \$2.52 Est. Optional Charges:

\$17.58 Total Estimated Cost:

e authorizes filing of, and shall sign and ne. Title to Merchandise proceeds shall received by Consignor in immediately g the foregoing, the security interest that le or other law, shall not supersede or affe ler or any other defect in any interests or nection herewith. Consignor shall have title e shall not contest, or assist any party in st granted to Consignor or granted in ceeds. Nothing in this Agreement or any I to pass title to Merchandise to Consigner for. 4) Reporting; Payment; Inspection. last day of each calendar month (which se sold, lost and damaged within 5 days e Agreement at any time. In the event of erchandise not returned, whether indebtedness of Consignee to Consignor aw and equity, the absolute right to take isignee's books and records at any time. est, security interest, lien, attachment or :h Lien, and will take all action to remove reement, no other sales of Merchandise, party on consignment, credit, purchase parties hereto to be a contemporaneous oration or limited liability company, as f business is the location set forth in the ICLUDING, WITHOUT LIMITATION, emnify, defend and hold harmless ty, obligation, claim, allegation, or and/or (b) the acts or omissions of ployees, vendors or contractors. 7) Fees. ith the enforcement of Consignor's Severability; Assignment; Counterparts. t either party. This Agreement sets writing signed by the party to be hereof or exercise any rights valid or unenforceable, such invalidity of this Agreement and any such ment is not assignable by Consignee onic signature, each of which shall be T MERCHANDISE SHALL BE SOLD ON d are natural. However the diamonds t any diamond in a lot of diamonds amped on the up, 0.75 or $\frac{3}{4} = .70$ up, .50 or $\frac{1}{2} = .45$ it responsible for the estimated

erms must be reported by Consignee

me arriery payment to SimplexDiam for any

Choice 10. 10% or the maximum amount permitted 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 bijection 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

Valley National Bank, 350 Madison Avenue, New York, NY 10017 USA

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N