TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelr 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 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 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 has been received by Consignor in immediately

may be conveyed Consignor's owne obligations owing to the Merchandi contesting, the va connection herew order, memo form under any circums Consignee shall p shall list all sales. after receipt or the such request or ar previously sold, lo shall become imme possession of and 5) Other Covenant other encumbrance any such Lien. Con bulk or in any other money security inte cash exchange and applicable, duly org preamble to this Ac MPLIED WARRANTI Consignor and its sh expense (including, Consignee or any of Consignee shall pay rights and remedies The language used i forth the final and er charged with such mi hereunder shall not a or unenforceability st provision shall be cor without the prior writ an original and all of AN AS IS, WHERE IS B are from multiple sour are found to be synthe items/labels/tags/ln up, .40 or 3/8 = .37 up weights on closeout m to SimplexDiam in writ amounts will result in a of Law; Jurisdiction. Tr

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/23/2023

Tracking Number: 1Z0173YV0200872336

Confirmation Number: 4FAD1E73 Reference Number: 10026631

Customer Reference Number: 10026631

| ch a "Lien") in or on any of the Meu | choose and any properties to | nenetrom, will not g | ant or create any such Lien, and will take all action to remove |
|---|--|--|--|
| Ship From | * Saturday Pickup : | No | permitted in this Agreement, no other sales of Merchandise thandise to any third party on consignment, credit, purchase |
| ALPA SHETH | * Saturday Delivery: | No shereby exp | essly deemed by the parties hereto to be a contemporaneous |
| SDX der the laws of the jurisdiction | * COD Services : | No | gnor that it is a corporation or limited liability company, as I its principal place of business is the location set forth in the |
| 50 W 47TH ST, | * Adult Signature : | No REGARDING | THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, |
| | 1. CON | Consignee will indemnify, defend and hold harmless amage, costs, liability, obligation, claim, allegation, or | |
| SUITE 2011 NEW YORK, NY 10036, US | * Schedule Pickup : | No amount of | Consignee obligation and/or (b) the acts or omissions of representatives, employees, vendors or contractors. 7) Fee |
| **Rerouted shipment. | * Pickup Date : | | fered in connection with the enforcement of Consignor's Amendment; Waiver; Severability; Assignment; Counterpar |
| SISSY'S LOG CABIN | * Direct Delivery Only : | No med wave | ill be applied against either party. This Agreement sets or amended except in writing signed by the party to be |
| | * Direct Signature : No Service Type : 2nd Day Air Package Type : EXPRESS BOX Weight : 1.00 lbs Insured Value : 1,000.00 USD | ince of any provision hereof or exercise any rights rision shall be held invalid or unenforceable, such invaliditions. | |
| 2400 E HIGHLAND DRIVE ST | | | any other provision of this Agreement and any such orceable. This Agreement is not assignable by Consign |
| E 210 Of Consigner This Agree | | acsimile, pdf or electronic signature, each of which shall be | |
| JONESBORO, AR 72401, US SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitant customs purposes. If exported from the US, shipper certifies but the Regulations. Diversion contains to their year points. | | | andise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON onds herein delivered are natural. However the diamond inds. In the event that any diamond in a lot of diamonds |
| | Est. Ship & Ins Cost: | \$15.46 | <u>ped</u> . The weights stamped on the vs: 1.00 or 1 ct = 0.95 up, 0.75 or $\frac{1}{2}$ = .70 up, .50 or $\frac{1}{2}$ = . |
| | Est. Optional Charges | s: \$2.56 | e ranges. We are not responsible for the estimated price count, price or terms must be reported by Consigne |
| | Total Estimated Cost | st: \$18.02 lure | lure to make timely payment to SimplexDiam for any permitted to be charged under applicable law. 12) Choice w York (without reference to its rules as to conflicts of law) |

ble. Notwithstanding the foregoing, the security interest that form Commercial Code or other law, shall not supersede or affect its interests hereunder or any other defect in any interests or d transactions in connection herewith. Consignor shall have title t any time. Consignee shall not contest, or assist any party in andise or any interest granted to Consignor or granted in Merchandise or proceeds. Nothing in this Agreement or any ince shall be deemed to pass title to Merchandise to Consignee om Consignee therefor. 4) Reporting; Payment; Inspection. in 10 days after the last day of each calendar month (which or for the Merchandise sold, lost and damaged within 5 days dise or terminate the Agreement at any time. In the event of Consignor for all Merchandise not returned, whether tions, all outstanding indebtedness of Consignee to Consignor nedies provided by law and equity, the absolute right to take Merchandise and Consignee's books and records at any time. or) to have an interest, security interest, lien, attachment or ant or create any such Lien, and will take all action to remove permitted in this Agreement, no other sales of Merchandise, :handise to any third party on consignment, credit, purchase essly deemed by the parties hereto to be a contemporaneous gnor that it is a corporation or limited liability company, as I its principal place of business is the location set forth in the THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, 1. Consignee will indemnify, defend and hold harmless tamage, costs, liability, obligation, claim, allegation, or Consignee obligation and/or (b) the acts or omissions of representatives, employees, vendors or contractors. 7) Fees. fered in connection with the enforcement of Consignor's Amendment; Waiver; Severability; Assignment; Counterparts. ill be applied against either party. This Agreement sets or amended except in writing signed by the party to be ance of any provision hereof or exercise any rights rision shall be held invalid or unenforceable, such invalidity any other provision of this Agreement and any such orceable. This Agreement is not assignable by Consignee acsimile, pdf or electronic signature, each of which shall be andise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON onds herein delivered are natural. However the diamonds inds. In the event that any diamond in a lot of diamonds ped. The weights stamped on the vs: 1.00 or 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 e ranges. We are not responsible for the estimated price count, price or terms must be reported by Consignee lure to make timely payment to SimplexDiam for any

Consignee irrevocably s any other purisalition 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