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

immediately vest in and belong to Consigno available funds. Consignee shall keep all N may be conveyed to Consignor or which Cor Consignor's ownership of the Merchandise. obligations owing to Consignor, the rights a to the Merchandise at all times and Consign contesting, the validity, perfection, priority of connection herewith or contemplated hereby order, memo form, invoice, correspondence, c under any circumstances unless and until Cor Consignee shall provide Consignor with mont shall list all sales, returns, and lost or damag after receipt or the Sales Report. Consignor r such request or any termination, all Merchand previously sold, lost or damaged, within 5 bus shall become immediately due and payable. possession of and remove the Merchandise w 5) Other Covenants; Representations. Consign other encumbrance (each a "Lien") in or on an any such Lien. Consignee may sell the Mercha bulk or in any other manner, of any Merchandi money security interest or similar conditions. A cash exchange and not the payment for an ant applicable, duly organized under the laws of th preamble to this Agreement. CONSIGNOR MAI IMPLIED WARRANTIES OF MERCHANTABILITY O Consignor and its shareholders, directors, office expense (including, without limitation, legal' fee Consignee or any of Consignee's affiliates, direc Consignee shall pay all expenses including, with rights and remedies with respect to the Mercha The language used in this Agreement is chosen forth the final and entire understanding with res charged with such modification, waiver or amend nereunder shall not affect the right of such party or unenforceability shall attach only to such provi provision shall be construed and limited to the ex without the prior written approval of Consignor. an original and all of which taken together shall c AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESAL are from multiple sources and have not been test are found to be synthetic, SimplexDiam may cance items/labels/tags/Invoices are in carats and are up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or weights on closeout merchandise - they are only c to SimplexDiam in writing within five (5) days of k

deliver to Consignor, such financing statements and other docum

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/1/2023

Tracking Number: 1Z0173YV1300617501

Confirmation Number: 7BABB09F

Reference Number: 10026662 Customer Reference Number: 10026662

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

Ship To

TOM NEWCOMER

R. BRUCE CARSON INC.

12814 - G SHANK FARM RD.

HAGERSTOWN, MD 21742, US

* Direct Delivery Only: No * Direct Signature: No

Service Type : Next Day Air Saver
Package Type : EXPRESS BOX

Weight: 1.00 lbs

Insured Value: 1,000.00 USD

Est. Ship & Ins Cost: \$18.95

Est. Optional Charges: \$3.21

Total Estimated Cost: \$22.16

ay of each calendar month (which d, lost and damaged within 5 days ement at any time. In the event of dise not returned, whether tedness of Consignee to Consignor d equity, the absolute right to take e's books and records at any time. curity interest, lien, attachment or , and will take all action to remove nt, no other sales of Merchandise, on consignment, credit, purchase s hereto to be a contemporaneous 1 or limited liability company, as ess is the location set forth in the NG, WITHOUT LIMITATION, defend and hold harmless gation, claim, allegation, or or (b) the acts or omissions of s, vendors or contractors. 7) Fees a enforcement of Consignor's

le to Merchandise proceeds shall

oregoing, the security interest that

ther law, shall not supersede or affect any other defect in any interests or

n herewith. Consignor shall have title

I not contest, or assist any party in

Nothing in this Agreement or any

ss title to Merchandise to Consignee

ited to Consignor or granted in

Reporting; Payment; Inspection.

ed by Consignor in immediately

g signed by the party to be for exercise any rights in unenforceable, such invalidity Agreement and any such is not assignable by Consignee gnature, each of which shall be CHANDISE SHALL BE SOLD ON latural. However the diamonds liamond in a lot of diamonds

ability; Assignment; Counterparts.

r party. This Agreement sets

75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 onsible for the estimated nust be reported by Consignee ary payment to SimplexDiam for any

to SimplexDiam in writing within five (5) days of k amounts will result in a monthly late payment interest by supposed from the Us shaped from the

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