TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, ewelry 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) nsurance; 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 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 and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and

Merchandise and all additions, replacements, pr deliver to Consignor, such financing statements immediately vest in and belong to Consignor up available funds. Consignee shall keep all Merch may be conveyed to Consignor or which Consig Consignor's ownership of the Merchandise. No obligations owing to Consignor, the rights and to the Merchandise at all times and Consignor contesting, the validity, perfection, priority or e connection herewith or contemplated hereby in order, memo form, invoice, correspondence, or under any circumstances unless and until Cons Consignee shall provide Consignor with month shall list all sales, returns, and lost or damage after receipt or the Sales Report. Consignor m 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 v 5) Other Covenants; Representations. Consid other encumbrance (each a "Lien") in or on ar any such Lien. Consignee may sell the Merch bulk or in any other manner, of any Merchand money security interest or similar conditions. cash exchange and not the payment for an a applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR N MPLIED WARRANTIES OF MERCHANTABILIT Consignor and its shareholders, directors, of expense (including, without limitation, legal' Consignee or any of Consignee's affiliates, Consignee shall pay all expenses including, rights and remedies with respect to the Me The language used in this Agreement is cho forth the final and entire understanding wit charged with such modification, waiver or a hereunder shall not affect the right of such or unenforceability shall attach only to such 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 be are found to be synthetic, SimplexDiam ma tems/labels/tags/Invoices are in carats up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 u weights on closeout merchandise – they a to SimplexDiam in writing within five (5) days of knowledge of the 3

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/1/2023

Tracking Number: 1Z0173YV0104313274

Confirmation Number: 93E45495 Reference Number: 10026674

Customer Reference Number: 10026674

Ship From
ALPA SHETH
SDX
50 W 47TH ST,
SUITE 2011
NEW YORK, NY 10036, US
**Rerouted shipment.
Ship To
BERNICE INGRAM
HAYWOOD INC
346 FRANKLIN STREET
ROCKY MOUNT, VA 24151, US
THE RESEARCH PROPERTY OF THE P

* Saturday Pickup : No * Saturday Delivery :

* COD Services: No

No

No

No

* Adult Signature : * Residential Delivery: No

* Schedule Pickup :

* Pickup Date:

* Direct Delivery Only:

* Direct Signature : Service Type:

Next Day Air Package Type: EXPRESS BOX

Weight: 1.00 lbs

Insured Value: 789.00 USD

Est. Ship & Ins Cost: \$25.12 Est. Optional Charges: \$4.42

Total Estimated Cost: \$29.54

y Consignor in immediately joing, the security interest that law, shall not supersede or affect other defect in any interests or erewith. Consignor shall have title ot contest, or assist any party in d to Consignor or granted in lothing in this Agreement or any s title to Merchandise to Consignee eporting; Payment; Inspection. y of each calendar month (which , lost and damaged within 5 days ment at any time. In the event of lise not returned, whether tedness of Consignee to Consignor id equity, the absolute right to take e's books and records at any time. curity interest, lien, attachment or n, and will take all action to remove ent, no other sales of Merchandise, y on consignment, credit, purchase ies hereto to be a contemporaneous ion or limited liability company, as siness is the location set forth in the DING, WITHOUT LIMITATION, ify, defend and hold harmless obligation, claim, allegation, or nd/or (b) the acts or omissions of yees, vendors or contractors. 7) Fees. h the enforcement of Consignor's everability; Assignment; Counterparts. either party. This Agreement sets writing signed by the party to be nereof or exercise any rights ralid 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 at any diamond in a lot of diamonds tamped on the $35 \text{ up}, 0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ not responsible for the estimated

r terms must be reported by Consignee

payment to SimplexDiam for any

n Merchandise proceeds shall

amounts will result in a monthly late payment interest charge of the greater of 18% or the maximum amount permitted to be inarged 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

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