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 s 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 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 available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests bereunder or any other defect in any interests or

obligations owing to Consignor, the to the Merchandise at all times and contesting, the validity, perfection, I connection herewith or contemplate order, memo form, invoice, correspo under any circumstances unless and Consignee shall provide Consignor shall list all sales, returns, and lost after receipt or the Sales Report. C such request or any termination, all previously sold, lost or damaged, u shall become immediately due and possession of and remove the Mer 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 co cash exchange and not the paymer applicable, duly organized under th preamble to this Agreement. CONS IMPLIED WARRANTIES OF MERCHAI Consignor and its shareholders, dir expense (including, without limitati Consignee or any of Consignee's af Consignee shall pay all expenses in rights and remedies with respect to The language used in this Agreeme forth the final and entire understan charged with such modification, wa hereunder shall not affect the right or unenforceability shall attach only provision shall be construed and lin without the prior written approval (an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITE! are from multiple sources and have are found to be synthetic, SimplexD items/labels/tags/Invoices are in (up, .40 or 3/8 = .37 up, .33 or 1/3 = weights on closeout merchandise to SimplexDiam in writing within fiv amounts will result in a monthly late of Law; Jurisdiction. This Agreemer Consignee irrevocably submits to th objection to venue. Consignee wait York County, State of New York. The

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/1/2023

Tracking Number: 1Z0173YV1329177004

Confirmation Number: 80712592 Reference Number: 10026682

Customer Reference Number: 10026682

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	
LEE ANNS	* Direct Delivery Only: No
LEE ANN'S FCONWAY (RJ	* Direct Signature : No
O) shall construe use and the s	Service Type : Next Day Air Save
655 DAVE WARD DRIVE SUIT	Package Type: EXPRESS BOX

CONWAY, AR 72034, US Insured Value : 798.00 USD

Weight:

Est. Ship & Ins Cost: \$26.11 Est. Optional Charges: \$4.60

1.00 lbs

Total Estimated Cost: \$30.71

E NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control a stoms purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administrations. Diversion contrary to law is prohibited.

RRD R 1022

mee shall not contest, or assist any party in rest granted to Consignor or granted in proceeds. Nothing in this Agreement or any ned to pass title to Merchandise to Consignee erefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which indise sold, lost and damaged within 5 days the Agreement at any time. In the event of Merchandise not returned, whether ding indebtedness of Consignee to Consignor by law and equity, the absolute right to take I Consignee's books and records at any time. nterest, security interest, lien, attachment or y 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, ill indemnify, defend and hold harmless liability, obligation, claim, allegation, or gation and/or (b) the acts or omissions of s, employees, vendors or contractors. 7) Fees. ction with the enforcement of Consignor's aiver; Severability; Assignment; Counterparts. against either party. This Agreement sets cept in writing signed by the party to be vision hereof or exercise any rights held invalid or unenforceable, such invalidity vision of this Agreement and any such s Agreement is not assignable by Consignee or electronic signature, each of which shall be OSEOUT MERCHANDISE SHALL BE SOLD ON Jelivered are natural. However the diamonds ent that any diamond in a lot of diamonds ights stamped on the ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 le are not responsible for the estimated orice or terms must be reported by Consignee timely payment to SimplexDiam for any be charged under applicable law. 12) Choice ut reference to its rules as to conflicts of law). based on forum non conveniens or any other Agreement in any jurisdiction other than New papers therein and agree that the service

onnection herewith. Consignor shall have title

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.

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