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 so 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 particular 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 co Merchandise and all additions, replacement deliver to Consignor, such financing stateme immediately vest in and belong to Consigno available funds. Consignee shall keep all M may be conveyed to Consignor or which Con 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 o connection herewith or contemplated hereby order, memo form, invoice, correspondence, under any circumstances unless and until Co Consignee shall provide Consignor with mon shall list all sales, returns, and lost or damag after receipt or the Sales Report. Consignor such request or any termination, all Merchar previously sold, lost or damaged, within 5 b shall become immediately due and payable. possession of and remove the Merchandise 5) Other Covenants; Representations. Consi other encumbrance (each a "Lien") in or on a any such Lien. Consignee may sell the Merch bulk or in any other manner, of any Merchan 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 MERCHANTABILITY Consignor and its shareholders, directors, off expense (including, without limitation, legal' Consignee or any of Consignee's affiliates, d Consignee shall pay all expenses including, v rights and remedies with respect to the Merc The language used in this Agreement is chos forth the final and entire understanding with charged with such modification, waiver or an hereunder shall not affect the right of such pa or unenforceability shall attach only to such p provision shall be construed and limited to th without the prior written approval of Consign an original and all of which taken together st AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RE are from multiple sources and have not been are found to be synthetic, SimplexDiam may items/labels/tags/Invoices are in carats and up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .2

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/9/2023

1143 VAN DRIVE

Tracking Number: 1Z0173YV0239172252

Confirmation Number : EEE155A2 Reference Number : 10026728

Customer Reference Number: 10026728

* Saturday Pickup : Ship From No ALPA SHETH * Saturday Delivery: No * COD Services: No 50W 47TH STREET * Adult Signature : No STE 2011 * Residential Delivery : No New York, NY 10036, US * Schedule Pickup: No **Rerouted shipment * Pickup Date: Ship To ANDREW ANDREW * Direct Delivery Only:

JACKSON Service Type : 2nd Day Air JACKSON, TN 38305, US Package Type : EXPRESS BOX

Weight: 1.00 lbs

* Direct Signature:

Insured Value: 159.00 USD

No

Est. Ship & Ins Cost: \$13.95 Est. Optional Charges: \$3.04 Total Estimated Cost: \$16.99 en on and security interest in the rizes filing of, and shall sign and e to Merchandise proceeds shall ad by Consignor in immediately pregoing, the security interest that ther law, shall not supersede or affect any other defect in any interests or a herewith. Consignor shall have title II not contest, or assist any party in ted to Consignor or granted in . Nothing in this Agreement or any

ass title to Merchandise to Consignee Reporting; Payment; Inspection. lay of each calendar month (which ld, lost and damaged within 5 days eement at any time. In the event of ndise not returned, whether btedness of Consignee to Consignor and equity, the absolute right to take ee's books and records at any time. ecurity interest, lien, attachment or an, and will take all action to remove nent, no other sales of Merchandise, ty on consignment, credit, purchase ties 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 d/or (b) the acts or omissions of rees, vendors or contractors. 7) Fees. the enforcement of Consignor's verability; Assignment; Counterparts. ther party. This Agreement sets riting signed by the party to be reof or exercise any rights lid or unenforceable, such invalidity this Agreement and any such

any diamond in a lot of diamonds nped on the up, 0.75 or $\frac{1}{2}$ = .70 up, .50 or $\frac{1}{2}$ = .45 α responsible for the estimated

ent is not assignable by Consignee

iic signature, each of which shall be

MERCHANDISE SHALL BE SOLD ON

are natural. However the diamonds

weights on closeout merchandise – they are only our conservative estimates. Discrepancies found in weight, price count, price or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amounts will result in a monthly late payment interest charge of the greater of 18% 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 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