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 one 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 Merchandise and all addition deliver to Consignor, such fil immediately vest in and bel available funds. Consignee may be conveyed to Consign Consignor's ownership of th obligations owing to Consig to the Merchandise at all tin contesting, the validity, perf connection herewith or conte order, memo form, invoice, co under any circumstances unle Consignee shall provide Con shall list all sales, returns, ar after receipt or the Sales Re such request or any terminal previously sold, lost or dama shall become immediately du possession of and remove th 5) Other Covenants; Represe other encumbrance (each a " any such Lien. Consignee ma bulk or in any other manner, money security interest or sir cash exchange and not the p applicable, duly organized ur preamble to this Agreement. IMPLIED WARRANTIES OF ME Consignor and its shareholds expense (including, without li Consignee or any of Consigne Consignee shall pay all exper rights and remedies with res The language used in this Ag forth the final and entire unde charged with such modification hereunder shall not affect the or unenforceability shall attac provision shall be construed a without the prior written appr an original and all of which ta an as is. Where is basis, al are from multiple sources and are found to be synthetic, Sim items/labels/tags/Invoices a up, .40 or 3/8 = .37 up, .33 or

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/13/2023

RRD R 1022

Tracking Number: 1Z0173YV0131209407

Confirmation Number: BD66EC04
Reference Number: 10026753

Customer Reference Number: 10026753

Ship From	* Saturday Pickup :	No	
ALPA SHETH	* Saturday Delivery :	No	
SDX	* 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			
KACEY	* Direct Delivery Only: No		
LITTLE J	* Direct Signature : No		
3850 N GLOSTER STREET	Service Type: Next	Day Air	
SUITE B	Package Type : EXP	EXPRESS BOX	
TUPELO, MS 38804, US	Weight: 1.00	lbs	

Insured Value: 229.00 USD

Est. Ship & Ins Cost: \$26.65 Est. Ontional Charges: \$5.81

Est. Optional Charges: \$5.81

Total Estimated Cost: \$32.46

onsignee authorizes filing of, and shall sign and ime to time. Title to Merchandise proceeds shall has been received by Consignor in immediately hstanding the foregoing, the security interest that ercial Code or other law, shall not supersede or affect s hereunder or any other defect in any interests or ons in connection herewith. Consignor shall have title Consignee shall not contest, or assist any party in iny interest granted to Consignor or granted in ise or proceeds. Nothing in this Agreement or any be deemed to pass title to Merchandise to Consignee nee therefor. 4) Reporting; Payment; Inspection. ; after the last day of each calendar month (which Merchandise sold, lost and damaged within 5 days minate the Agreement at any time. In the event of for all Merchandise not returned, whether utstanding indebtedness of Consignee to Consignor ovided by law and equity, the absolute right to take se and Consignee's books and records at any time. /e an interest, security interest, lien, attachment or ate any such Lien, and will take all action to remove d in this Agreement, no other sales of Merchandise, to any third party on consignment, credit, purchase med by the parties hereto to be a contemporaneous it is a corporation or limited liability company, as ipal place of business is the location set forth in the CHANDISE INCLUDING, WITHOUT LIMITATION, nee will indemnify, defend and hold harmless costs, liability, obligation, claim, allegation, or e obligation and/or (b) the acts or omissions of ntatives, employees, vendors or contractors. 7) Fees. connection with the enforcement of Consignor's ent; Waiver; Severability; Assignment; Counterparts. olied against either party. This Agreement sets led except in writing signed by the party to be ny provision hereof or exercise any rights

and continuing lien on and security interest in the

This Agreement is not assignable by Consignee pdf or electronic signature, each of which shall be AII CLOSEOUT MERCHANDISE SHALL BE SOLD ON rein delivered are natural. However the diamonds the event that any diamond in a lot of diamonds ne weights stamped on the

all be held invalid or unenforceable, such invalidity

er provision of this Agreement and any such

or 1 ct = 0.95 up, 0.75 or $\frac{1}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 es. We are not responsible for the estimated

weights on closeout merchand. Some some varies estimates. Discrepancies round 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) Eailure 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