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 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 this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of 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. Titl

available funds. Consignee shall keep a may be conveyed to Consignor or which Consignor's ownership of the Merchand obligations owing to Consignor, the right to the Merchandise at all times and Con: contesting, the validity, perfection, priori connection herewith or contemplated her order, memo form, invoice, corresponder under any circumstances unless and unti Consignee shall provide Consignor with shall list all sales, returns, and lost or da after receipt or the Sales Report. Consid such request or any termination, all Meri previously sold, lost or damaged, within shall become immediately due and paya possession of and remove the Merchanc 5) Other Covenants; Representations. Co other encumbrance (each a "Lien") in or any such Lien. Consignee may sell the N bulk or in any other manner, of any Merc money security interest or similar conditi cash exchange and not the payment for applicable, duly organized under the law preamble to this Agreement. CONSIGNC MPLIED WARRANTIES OF MERCHANTAB Consignor and its shareholders, directors expense (including, without limitation, le Consignee or any of Consignee's affiliate Consignee shall pay all expenses including rights and remedies with respect to the I The language used in this Agreement is forth the final and entire understanding charged with such modification, waiver o hereunder shall not affect the right of suc or unenforceability shall attach only to su provision shall be construed and limited without the prior written approval of Con an original and all of which taken togeth AN AS IS, WHERE IS BASIS. ALL ITEMS FC are from multiple sources and have not b are found to be synthetic, SimplexDiam n items/labels/tags/Invoices are in carats up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 u weights on closeout merchandise - they to SimplexDiam in writing within five (5) amounts will result in a monthly late pay of Law; Jurisdiction. This Agreement share

Shipment Details - Confidential Information, Not For UPS

Transaction Date: 2/13/2023

Tracking Number: 1Z0173YV0229787143

Confirmation Number : CAB2E17D Reference Number : 10026761

Customer Reference Number: 10026761

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 SERGIO ACLE * Direct Delivery Only: SEGIO'S F J * Direct Signature: 10132 BALTIMORE NATIONAL Service Type: 2nd Day Air Package Type: **EXPRESS BOX** BETHANY SOUARE SHOPPING Weight: 1.00 lbs

Est. Ship & Ins Cost: \$15.25
Est. Optional Charges: \$3.00
Total Estimated Cost: \$18.25

he foregoing, the security interest that or other law, shall not supersede or affect or any other defect in any interests or ction herewith. Consignor shall have title shall not contest, or assist any party in granted to Consignor or granted in eds. Nothing in this Agreement or any o pass title to Merchandise to Consignee . 4) Reporting; Payment; Inspection. ist day of each calendar month (which e sold, lost and damaged within 5 days Agreement at any time. In the event of chandise not returned, whether indebtedness of Consignee to Consignor w and equity, the absolute right to take signee's books and records at any time. st, security interest, lien, attachment or h Lien, and will take all action to remove eement, no other sales of Merchandise, party on consignment, credit, purchase parties hereto to be a contemporaneous oration or limited liability company, as f business is the location set forth in the ICLUDING, WITHOUT LIMITATION. emnify, defend and hold harmless ty, obligation, claim, allegation, or n and/or (b) the acts or omissions of ployees, vendors or contractors. 7) Fees. with the enforcement of Consignor's ; Severability; Assignment; Counterparts. st either party. This Agreement sets in writing signed by the party to be n hereof or exercise any rights invalid or unenforceable, such invalidity n of this Agreement and any such eement is not assignable by Consignee tronic signature, each of which shall be OUT MERCHANDISE SHALL BE SOLD ON red are natural. However the diamonds nat any diamond in a lot of diamonds stamped on the .95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 not responsible for the estimated or terms must be reported by Consignee y payment to SimplexDiam for any

arged under applicable law. 12) Choice

erence 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

CENTER

US

ELLICOTT CITY, MD 21042,

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N