

**TERMS OF AGREEMENT 1) Merchandise, Delivery:** Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, gemstone 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 will promptly pursue on Consignor's behalf all remedies and pay payees 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 shall 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 consignor, 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 and distinct from other funds. Consignee shall convey to Consignor or may be conveyed to Consignor or the Merch Consignor's ownership of the Merch obligations owing to Consignor, the to the Merchandise at all times and contesting, the validity, perfection, p connection herewith or contemplated order, memo form, invoice, correspondence, or any other document, shall be deemed acceptable to and accepted by Consignor under any circumstances unless and Consignee shall provide Consignor with a list of all sales, returns, and lost or after receipt or the Sales Report. Consignee shall request or for any termination, all previously sold, lost or damaged, will shall become immediately due and possession of and remove the Merch (5) Other Covenants; Representations other encumbrances (each a "Lien"), in any such Lien. Consignee may sell the bulk or in any other manner, of any money security interest or similar consignment security interest and not the payment of applicable duties organized under the APPLIED WARRANTIES OF MERCHANT, Consignor and its shareholders, direct expenses (including, without limitation, Consignee or any of Consignee's official rights and shall pay all expenses including the language used in this Agreement for the final and entire understanding hereunder shall not affect the right of Consignor to enforceability shall attach only to provision shall be construed and limited without the prior written approval of Consignor and all of which taken together are found to be synthetic, Simplex diam items/labels/tags/invoices are in carat up, .40 or 3/8 = .375 or 1/3 = .29 weights on closure merchandise - they to Simplex diam in writing within five (5) amounts will result in a monthly late payment of Law, Jurisdiction. This Agreement shall be subject to the exclusive jurisdiction of the courts of the State of New York. Consignee irrevocably submits to the exclusive jurisdiction of the courts of the State of New York County, State of New York. The parties waive personal service or 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. (3) 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 Leumi USA, 579 Fifth Avenue, New York, NY 10017  
 Account Number: 8608095400  
 Routing Number: 026002794  
 SWIFT Code: LUMIUS3N

**BANK WIRING INSTRUCTIONS**

**Shipment Details - Confidential Information. Not For UPS**

Transaction Date : 2/14/2023  
 Tracking Number : 1Z0173YV0224993689  
 Confirmation Number : E23A05AD  
 Reference Number : 10026775  
 Customer Reference Number : 10026775

**Ship From**  
 ALPA SHETH  
 SDX  
 50W 47TH STREET  
 STE 2011  
 NEW YORK, NY 10036, US

**Ship To**  
 ELKE GILREATH  
 GEJ  
 652 NORTH RIVERSIDE DR  
 CLARKSVILLE, TN 37040, US

**\*\* Rerouted shipment.**

\* Saturday Pickup : No  
 \* Saturday Delivery : No  
 \* COD Services : No  
 \* Adult Signature : No  
 \* Residential Delivery : No  
 \* Schedule Pickup : No  
 \* Pickup Date :  
 \* Direct Delivery Only : No  
 \* Direct Signature : No

Service Type : 2nd Day Air  
 Package Type : EXPRESS BOX  
 Weight : 1.00 lbs  
**Insured Value : \$17.00 USD**  
 Est. Ship & Ins Cost: \$15.13  
 Est. Optional Charges: \$2.53  
**Total Estimated Cost: \$17.66**

SEE 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 and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. RRD RFP 1122

are stamped on the diamonds that any diamond in a lot of diamonds are found to be synthetic, Simplex diam items/labels/tags/invoices are in carat up, .40 or 3/8 = .375 or 1/3 = .29 weights on closure merchandise - they to Simplex diam in writing within five (5) amounts will result in a monthly late payment of Law, Jurisdiction. This Agreement shall be subject to the exclusive jurisdiction of the courts of the State of New York County, State of New York. The parties waive personal service or 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. (3) 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.