TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, ewelry 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 sh 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 partie 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 or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect may be conveyed to Consignor or which Consignor may as or to perfect any of its interests hereunder or any other defect in any interests or Consignor's ownership of the Merchandise. Notwithstar obligations owing to Consignor, the rights and priority s ansactions in connection herewith. Consignor shall have title hall not contest, or assist any party in

to the Merchandise at all times and Consignor may ass contesting, the validity, perfection, priority or enforceat connection herewith or contemplated hereby in favor o order, memo form, invoice, correspondence, or other de under any circumstances unless and until Consignor ha Consignee shall provide Consignor with monthly sales shall list all sales, returns, and lost or damaged Merc after receipt or the Sales Report. Consignor may req such request or any termination, all Merchandise sha previously sold, lost or damaged, within 5 business shall become immediately due and payable. Consid possession of and remove the Merchandise withou 5) Other Covenants; Representations. Consignee v other encumbrance (each a "Lien") in or on any of any such Lien. Consignee may sell the Merchandis bulk or in any other manner, of any Merchandise money security interest or similar conditions. Any cash exchange and not the payment for an antec applicable, duly organized under the laws of the preamble to this Agreement. CONSIGNOR MAK IMPLIED WARRANTIES OF MERCHANTABILITY O Consignor and its shareholders, directors, office expense (including, without limitation, legal' fer Consignee or any of Consignee's affiliates, dire Consignee shall pay all expenses including, wi rights and remedies with respect to the Merch The language used in this Agreement is chose forth the final and entire understanding with charged with such modification, waiver or an hereunder shall not affect the right of such p or unenforceability shall attach only to such provision shall be construed and limited to without the prior written approval of Consid an original and all of which taken together AN AS IS, WHERE IS BASIS. ALL ITEMS FOF are from multiple sources and have not be are found to be synthetic, SimplexDiam m items/labels/tags/Invoices are in carats up, .40 or 3/8 = .37 up, .33 or 1/3 = .29weights on closeout merchandise - they to SimplexDiam in writing within five (5) amounts will result in a monthly late pa of Law; Jurisdiction. This Agreement sh

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/14/2023

Tracking Number : 1Z0173YV0230404731

Confirmation Number: 3324FABA Reference Number: 10026777

Customer Reference Number: 10026777

Ship From

ALPA SHETH

50W 47TH STREET

NEW YORK, NY 10036, US

**Rerouted shipment

SDX

STE 2011

Ship To

APO YESSAYAN

24260 VALENCIA BLVD

VALENCIA, CA 91355, US

CLASSIC D J

* Saturday Pickup : * Saturday Delivery : No

* COD Services : No No

* Adult Signature : * Residential Delivery : No No

* Schedule Pickup:

* Pickup Date : No

* Direct Delivery Only: * Direct Signature :

Service Type : No 2nd Day Air

Package Type : EXPRESS BOX Weight: 1.00 lbs

Insured Value : 378.00 USD

Est. Ship & Ins Cost: Est. Optional Charges: \$16.43 \$2.91 Total Estimated Cost:

\$19.34

thereof may be made by certified mail, return receipt requested, directed to the party at the party has received notice. 13) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALL PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

BANK WIRING INSTRUCTIONS

Consignee irrevocably submits to the e.

objection to venue. Consignee waives its right to be

Valley National Bank, 350 Madison Avenue, New York, NY 10017 USA

York County, State of New York. The parties waive personal service or any

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

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

signor or granted in n this Agreement or any Merchandise to Consignee ; Payment; Inspection. n calendar month (which d damaged within 5 days t any time. In the event of returned, whether s of Consignee to Consignor ty, the absolute right to take oks and records at any time. interest, lien, attachment or will take all action to remove o other sales of Merchandise. consignment, credit, purchase ereto to be a contemporaneous r limited liability company, as s is the location set forth in the 3. WITHOUT LIMITATION. defend and hold harmless gation, claim, allegation, or or (b) the acts or omissions of es, vendors or contractors. 7) Fees. ne enforcement of Consignor's rability; Assignment; Counterparts. ner party. This Agreement sets iting signed by the party to be eof or exercise any rights lid or unenforceable, such invalidity this Agreement and any such nent is not assignable by Consignee nic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON d are natural. However the diamonds it any diamond in a lot of diamonds tamped on the 35 up, 0.75 or $\frac{3}{4} = .70 \text{ up}$, .50 or $\frac{1}{2} = .45$ not responsible for the estimated or terms must be reported by Consignee y payment to SimplexDiam for any narged under applicable law. 12) Choice ference to its rules as to conflicts of law). ed on forum non conveniens or any other

eement in any jurisdiction other than New

pers therein and agree that the service

r address thereof of which the sending

AL BY JURY IN ANY LEGAL ACTION OR