TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, lewelry 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 s 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 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 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 may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect

to the Merchandise at all times and Consigner m contesting, the validity, perfection, prior connection herewith or contemplated he order, memo form, invoice, corresponder under any circumstances unless and unti Consignee shall provide Consignor with a shall list all sales, returns, and lost or da after receipt or the Sales Report. Consign such request or any termination, all Mercl previously sold, lost or damaged, within 5 shall become immediately due and payab possession of and remove the Merchandia 5) Other Covenants; Representations. Cor other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Mer bulk or in any other manner, of any Mercha money security interest or similar condition. cash exchange and not the payment for an applicable, duly organized under the laws o preamble to this Agreement. CONSIGNOR N MPLIED WARRANTIES OF MERCHANTABILIT Consignor and its shareholders, directors, of expense (including, without limitation, legal' Consignee or any of Consignee's affiliates, di Consignee shall pay all expenses including, w rights and remedies with respect to the Merci The language used in this Agreement is chose forth the final and entire understanding with r charged with such modification, waiver or ame hereunder shall not affect the right of such par or unenforceability shall attach only to such pro provision shall be construed and limited to the without the prior written approval of Consignor an original and all of which taken together shal AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESE are from multiple sources and have not been tes are found to be synthetic, SimplexDiam may can items/labels/tags/Invoices are in carats and ar up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 d weights on closeout merchandise - they are only to SimplexDiam in writing within five (5) days of amounts will result in a monthly late payment inte of Law; Jurisdiction. This Agreement shall be government Consignee irrevocably submits to the exclusive juri objection to venue. Consignee waives its right to t York County, State of New York. The parties waive thereof may be made by certified mail, return rece party has received notice. 13) Waiver of Jury Trial.

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/23/2023

Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests be-

obligations owing to Consignor, the rights and priority set forth herein shall govern

Tracking Number: 1Z0173YV0235757324

Confirmation Number: 8BAE9F6F Reference Number: 10026825

Customer Reference Number: 10026825

No * Saturday Pickup : Ship From * Saturday Delivery: No ALPA SHETH No * COD Services : No SDX * Adult Signature : 50W 47TH STREET * Residential Delivery: No STE 2011 * Schedule Pickup : NEW YORK, NY 10036, US * Pickup Date:

**Rerouted shipment.

Ship To

KOSTA KASSISLEH

BETTER J

PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

2901 UNIVERSITY AVE STE 7 COLUMBUS, GA 31907, US

* Direct Delivery Only: No No * Direct Signature :

2nd Day Air Service Type: EXPRESS BOX

Package Type: 1,00 lbs Weight:

Insured Value: 396.00 USD

\$14.37 Est. Ship & Ins Cost:

Est. Optional Charges: \$2.35

\$16.72 Total Estimated Cost: -ροιο therein and agree that the service

THE THEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

address set forth herein or other address thereof of which the sending

o pass title to Merchandise to Consignee . 4) Reporting; Payment; Inspection. st day of each calendar month (which sold, lost and damaged within 5 days greement at any time. In the event of nandise not returned, whether debtedness of Consignee to Consignor and equity, the absolute right to take inee's books and records at any time. security interest, lien, attachment or ien, and will take all action to remove ment, no other sales of Merchandise, rty on consignment, credit, purchase ties hereto to be a contemporaneous tion or limited liability company, as siness is the location set forth in the DING, WITHOUT LIMITATION, ify, defend and hold harmless bligation, claim, allegation, or d/or (b) the acts or omissions of ees, vendors or contractors. 7) Fees. the enforcement of Consignor's erability; Assignment; Counterparts. ner party. This Agreement sets ting signed by the party to be of or exercise any rights For unenforceable, such invalidity s Agreement and any such t is not assignable by Consignee signature, each of which shall be RCHANDISE SHALL BE SOLD ON natural. However the diamonds diamond in a lot of diamonds $1.75 \text{ or } \frac{3}{4} = .70 \text{ up, } .50 \text{ or } \frac{1}{2} = .45$ consible for the estimated must be reported by Consignee nt to Simplex Diam for any

ider applicable law. 12) Choice

its rules as to conflicts of law).

m non conveniens or any other

my jurisdiction other than New

or or any other defect in any interests or

ection 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

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