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 Consignoe'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 parties agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of

Consignee has any right, title or interest in the

d continuing lien on and security interest in the signee authorizes filing of, and shall sign and

e to time. Title to Merchandise proceeds shall

al Code or other law, shall not supersede or affect

in connection herewith. Consider shall have title

isignee shall not contest, or assist any party in nterest granted to Consignor or granted in

r proceeds. Nothing in this Agreement or any

nerefor. 4) Reporting; Payment; Inspection.

I Merchandise not returned, whether

the last day of each calendar month (which

andise sold, lost and damaged within 5 days

e the Agreement at any time. In the event of

ding indebtedness of Consignee to Consignor

by law and equity, the absolute right to take

Consignee's books and records at any time.

terest, security interest, lien, attachment or such Lien, and will take all action to remove

Agreement, no other sales of Merchandise,

ird party on consignment, credit, purchase

rporation or limited liability company, as

INCLUDING, WITHOUT LIMITATION,

idemnify, defend and hold harmless

ility, obligation, claim, allegation, or

on and/or (b) the acts or omissions of nployees, vendors or contractors. 7) Fees.

with the enforcement of Consignor's

st either party. This Agreement sets

n writing signed by the party to be

of this Agreement and any such ement is not assignable by Consignee

n hereof or exercise any rights

; Severability; Assignment; Counterparts.

nvalid or unenforceable, such invalidity

onic signature, each of which shall be

T MERCHANDISE SHALL BE SOLD ON

: any diamond in a lot of diamonds

d are natural. However the diamonds

of business is the location set forth in the

he parties hereto to be a contemporaneous

emed to pass title to Merchandise to Consignee

reunder or any other defect in any interests or

been received by Consignor in immediately anding the foregoing, the security interest that

merchandise. If, notwithstanding the provisions of this Agreement, a court of competent in the Merchandise or proceeds other than as a consignee, Consigner -

Merchandise and all additions, replace

deliver to Consignor, such fina immediately vest in and belon available funds. Consignee sh may be conveyed to Consignor Consignor's ownership of the N obligations owing to Consignor to the Merchandise at all times contesting, the validity, perfection connection herewith or contempl order, memo form, invoice, corres under any circumstances unless a Consignee shall provide Consigna shall list all sales, returns, and los after receipt or the Sales Report. such request or any termination, a previously sold, lost or damaged, l shall become immediately due and possession of and remove the Mer 5) Other Covenants; Representation other encumbrance (each a "Lien") i any such Lien. Consignee may sell t bulk or in any other manner, of any money security interest or similar cor cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. CONSIG IMPLIED WARRANTIES OF MERCHANT Consignor and its shareholders, direct expense (including, without limitation, Consignee or any of Consignee's affilia Consignee shall pay all expenses include rights and remedies with respect to the The language used in this Agreement is forth the final and entire understanding charged with such modification, waiver d hereunder shall not affect the right of such or unenforceability shall attach only to su provision shall be construed and limited t without the prior written approval of Cons an original and all of which taken togethe AN AS IS, WHERE IS BASIS. ALL ITEMS FOR are from multiple sources and have not be are found to be synthetic, SimplexDiam ma items/labels/tags/Invoices are in carats a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, weights on closeout merchandise - they are

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/23/2023

Tracking Number: 1Z0173YV0215938505

Confirmation Number: 80E4336B

283 E. CLAYTON STREET

ATHENS, GA 30601, US

Reference Number: 10026826

Customer Reference Number: 10026826

Ship From ALPA SHETH SDX 50W 47TH STREET STE 2011 NEW YORK, NY 10036, US	* Saturday Pickup : * Saturday Delivery : * COD Services : * Adult Signature : * Residential Delivery : * Schedule Pickup :	NO NO NO NO NO
**Rerouted shipment. Ship To EMILY BROWN TENA'S F. D & J	* Pickup Date : * Direct Delivery Only * Direct Signature : Service Type : 2r	: No No nd Day A

2nd Day Air Service Type: EXPRESS BOX Package Type: 1.00 lbs Weight: Insured Value: 237.00 USD

\$14.09 Est. Ship & Ins Cost: \$2.35

Est. Optional Charges: \$16.44

Total Estimated Cost amped on the $c_{c} = 0.95 \text{ up, } 0.75 \text{ or } \% = .70 \text{ up, } .50 \text{ or } \% = .45$ SEE NOTICE ON REVERSE regarding UPS Terms, and Tor other size ranges. We are not responsible for the estimated ээнттаtes. Discrepancies found in weight, price count, price or terms must be reported by Consignee

to SimplexDiam in writing within five (5) days or knowledge of the same. 11) Failure 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

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

T. 917.542.2343, F. 212.626.1276 Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N