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 los 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 si be responsible to Consignor for the cost and payment of all shrink, 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 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 consigner Merchandise and all additions, replacements, pro deliver to Consignor, such financing statements ar immediately vest in and belong to Consignor upor available funds. Consignee shall keep all Merchai may be conveyed to Consignor or which Consignor Consignor's ownership of the Merchandise. Notw obligations owing to Consignor, the rights and price to the Merchandise at all times and Consignor ma contesting, the validity, perfection, priority or enfor connection herewith or contemplated hereby in fav order, memo form, invoice, correspondence, or other under any circumstances unless and until Consigno Consignee shall provide Consignor with monthly so shall list all sales, returns, and lost or damaged Me after receipt or the Sales Report. Consignor may re such request or any termination, all Merchandise s previously sold, lost or damaged, within 5 busines shall become immediately due and payable. Consi possession of and remove the Merchandise withou 5) Other Covenants; Representations. Consignee v other encumbrance (each a "Lien") in or on any of t any such Lien. Consignee may sell the Merchandise bulk or in any other manner, of any Merchandise st money security interest or similar conditions. Any p cash exchange and not the payment for an anteced applicable, duly organized under the laws of the jur preamble to this Agreement. CONSIGNOR MAKES IMPLIED WARRANTIES OF MERCHANTABILITY OR FI Consignor and its shareholders, directors, officers, e expense (including, without limitation, legal' fees ar Consignee or any of Consignee's affiliates, directors Consignee shall pay all expenses including, without rights and remedies with respect to the Merchandis The language used in this Agreement is chosen by t forth the final and entire understanding with respec charged with such modification, waiver or amendme hereunder shall not affect the right of such party at or unenforceability shall attach only to such provisio provision shall be construed and limited to the exter without the prior written approval of Consignor. This an original and all of which taken together shall con-AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE C are from multiple sources and have not been tested. are found to be synthetic, SimplexDiam may cancel the items/labels/tags/Invoices are in carats and are ap up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or $\frac{1}{4}$

Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 2/23/2023
Tracking Number: 394989749045
Confirmation Number: C22D9D74
Reference Number: 10026830

Customer Reference Number: 10026830

* Saturday Pickup: No Ship From * Saturday Delivery: No ALPA SHETH No * COD Services: SDX * Adult Signature: No 50W 47TH STREET * Residential Delivery: No STE 2011 NEW YORK, NY 10036, US * Schedule Pickup: No * Pickup Date: **Rerouted shipment. No * Hold at Location: Ship To * Direct Delivery Only: No DANIEL J THOMAS

PRECISION J * Direct Signature : No
2755 HOWARD AVE Service Type : International Priority

WINDSOR, ON N8X3X7, CA Package Type: MEDIUM FEDEX BOX
Weight: 1.00 lbs

Insured Value: 1,015.00 USD

Est. Ship & Ins Cost: \$63.32 Est. Optional Charges: \$10.30

Total Estimated Cost: \$73.62

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorities UPS to act as forwarding agent for export control 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 contrary to law by spraished.

RED RE2 1

or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 sible for the estimated

1 the

and security interest in the

iling of, and shall sign and

lerchandise proceeds shall consignor in immediately

ng, the security interest that

ner defect in any interests or

w, shall not supersede or affect

with. Consignor shall have title

ontest, or assist any party in Consignor or granted in

ing in this Agreement or any

ting; Payment; Inspection.

each calendar month (which

: and damaged within 5 days

t at any time. In the event of

ess of Consignee to Consignor uity, the absolute right to take

ooks and records at any time.

interest, lien, attachment or

will take all action to remove

other sales of Merchandise,

onsignment, credit, purchase

imited liability company, as

is the location set forth in the

WITHOUT LIMITATION,

end and hold harmless

on, claim, allegation, or

a) the acts or omissions of

forcement of Consignor's

rty. This Agreement sets

gned by the party to be

exercise any rights

reement and any such

endors or contractors. 7) Fees.

ty; Assignment; Counterparts.

nenforceable, such invalidity

ot assignable by Consignee sture, each of which shall be

ANDISE SHALL BE SOLD ON

nond in a lot of diamonds

ural. However the diamonds

reto to be a contemporaneous

ot returned, whether

e to Merchandise to Consignee

weights on closeout merchandise – they are only our tonservative estimates. Discrepancies found in weight, price count, price or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of 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