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E	50 West 47th St, Suite 20N Contact Name:							SHETMS	ATT	SCAN	
o m		International Gem Tower New York, NY 10036	m	Consignee Company Name: BOKSHETMS (Legal Name Please)							
		T: 800.233.1155	Govt Issued Regi	station No:							
		F: 212.883.9532	12.883.9532 o Business Address: 120 LELENLY JAKKA								
	E: sales@simplexdiam.com City: OMAHA State:								Zip: 68	114	
		www.simplexdiam.com Tax Id: 13-3218259	yani da m yasa ka ist		Telephone: Graphics:						
		Service Rep:	y obou	Would us	Would you like to receive e-newsletters: Yes No						
		Date		Dramand Terms							
		02/14/23	Tag P /	Description	Manager Com	enforcer of the owner	Sell Price/	ongeneral a result.			
SI		Item/Lot Number	List P	No of Stone	THE STATE OF THE S	Qty/Cts	Pc or Ct	Value	Ret	Sold	
	1	328682 - 234	98269	BR FSI2h	cA	1-20	3650	4380.00	1	SOLD	
	2	32888N - 235	105673	BR E SIZ	e will remay pa take to voe or all	1.20	3925	4710.00	1	3010	
	3	32868N-228	120481	BR D SI,	signor and (a) to breach of C	1.20	4475	5414.75	All	oful	
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		have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).			moi Customla	to tead or	RU€ ONLY, To I	19184.7		MOJESPA	
					Ship Charge		n olue orbital	19, 219.2	4.5		
USA PATRIOT ACT COMPLIANCE				AND ADDRESS OF THE PARTY OF THE	G. Totals	4.81	d behivere goite	A STATE OF LABORITOR		provided	
("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has or will provide all other documentation and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form									rand		
	the Consignment Agreement Terms of Agreement on the back hereof. It is away or noting boundaries and barriage and barriage and agreement of the back hereof.										
Is this Company AML (Anti-Money Laundering) compliant pursuant to the USA Patriot Act if registered within the US or pursuant to International Law if registered outside the US? Yes									No		
	This document includes a CONSIGNMENT AGREEMENT between SIMPLEXDIAM INC., a New York corporation with an office at 50 W. 47th Street, Suite 20 New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and									and	
		severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby uncondition									
		personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled.									
		to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether									
		Consignee be joined. ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS									
		on the back of this document and agree to the terms and conditions.									
		WHITE: OFFICE BLUE:		Signature X							

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 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 be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and 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 be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and 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 be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not all shrinks. 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 greates 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

Consignor's ownership of the Merchandise. No obligations owing to Consignor, the rights contesting, the validity, perfection, priority connection herewith or contemplated herel order, memo form, invoice, correspondence under any circumstances unless and until C Consignee shall provide Consignor with ma shall list all sales, returns, and lost or dama after receipt or the Sales Report, Consigno such request or any termination, all Mercha previously sold, lost or damaged, within 5 t shall become immediately due and payable possession of and remove the Merchandise other encumbrance (each a "Lien") in or on a any such Lien. Consignee may sell the Merc bulk or in any other manner, of any Merchan money security interest or similar conditions cash exchange and not the payment for an a applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR M IMPLIED WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, off 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 charged with such modification, waiver or am hereunder shall not affect the right of such pai or unenforceability shall attach only to such pr provision shall be construed and limited to the without the prior written approval of Consigno an original and all of which taken together sha AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RES are from multiple sources and have not been to are found to be synthetic, SimplexDiam may ca items/labels/tags/Invoices are in carats and a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 weights on closeout merchandise - they are on to SimplexDiam in writing within five (5) days of amounts will result in a monthly late payment in of Law; Jurisdiction. This Agreement shall be go Consignee irrevocably submits to the exclusive j objection to venue. Consignee waives its right t

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/14/2023

Tracking Number: 1Z0173YV0134908861

Confirmation Number: E571E565 Reference Number: DJ207321DJ

Customer Reference Number: DJ207321DJ

Ship From

may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Con-

* Saturday Pickup : * Saturday Delivery : ALPA SHETH

* COD Services:

No No

No

other law, shall not supersede or affect

on herewith. Consignor shall have title all not contest, or assist any party in anted to Consignor or granted in

s. Nothing in this Agreement or any

Reporting: Payment; Inspection.

day of each calendar month (which

old, lost and damaged within 5 days

eement at any time. In the event of

ebtedness of Consignee to Consignor

and equity, the absolute right to take

ee's books and records at any time.

ecurity interest, lien, attachment or

en, and will take all action to remove

nent, no other sales of Merchandise,

ty on consignment, credit, purchase

ion or limited liability company, as

DING, WITHOUT LIMITATION,

fy, defend and hold harmless

bligation, claim, allegation, or

1/or (b) the acts or omissions of

the enforcement of Consignor's

ees, vendors or contractors. 7) Fees

erability; Assignment; Counterparts.

d or unenforceable, such invalidity

nt is not assignable by Consignee

signature, each of which shall be

ERCHANDISE SHALL BE SOLD ON

e natural. However the diamonds

 $0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$

is must be reported by Consignee

under applicable law. 12) Choice

to its rules as to conflicts of law).

rum non conveniens or any other

y diamond in a lot of diamonds

sponsible for the estimated

ient to SimplexDiam for any

her party. This Agreement sets!

ting signed by the party to be

eof or exercise any rights

ed on the

my to this Agreement in any jurisdiction other than New

ies hereto to be a contemporaneous

siness is the location set forth in the

ndise not returned, whether

pass title to Merchandise to Consignee

any other defect in any interests or

SDX 50W 47TH STREET

No * Adult Signature : * Residential Delivery:

No

STE 2011

* Schedule Pickup:

No

New York, NY 10036, US **Rerouted shipment.

* Pickup Date :

Ship To

ATT SEAN

BORSHEIM'S

120 REGENCY PARKWAY

OMAHA, NE 68114, US

* Direct Delivery Only: No No

* Direct Signature:

Next Day Air Service Type:

EXPRESS BOX Package Type:

1.00 lbs Weight:

Insured Value: 1,000.00 USD

Est. Ship & Ins Cost:

\$29.42 \$5.07

Est. Optional Charges:

Total Estimated Cost:

\$34.49

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. 1-917-542-2343, F. 1-212-626-1276 Account Number: 8608095400 Routing Number: 026002794

Swift Code: LUMIUS3N