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 gareed 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 log 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 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 partic 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 there. gnee authorizes filing of, and shall sign and

deliver to Consignor, such financing statements and other documents immediately vest in and belong to available funds. Consignee shall may be conveyed to Consignor or Consignor's ownership of the Mei obligations owing to Consignor, th to the Merchandise at all times ar contesting, the validity, perfection, connection herewith or contemplat order, memo form, invoice, corresp under any circumstances unless an Consignee shall provide Consignor shall list all sales, returns, and lost after receipt or the Sales Report. C such request or any termination, all previously sold, lost or damaged, w shall become immediately due and i possession of and remove the Merc 5) Other Covenants; Representation other encumbrance (each a "Lien") in any such Lien. Consignee may sell th bulk or in any other manner, of any N money security interest or similar con 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 hereunder shall not affect the right of su or unenforceability shall attach only to s provision shall be construed and limited without the prior written approval of Cor an original and all of which taken togeth AN AS IS, WHERE IS BASIS. ALL ITEMS FO are from multiple sources and have not b 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 = .29 u weights on closeout merchandise - they a to SimplexDiam in writing within five (5) d amounts will result in a monthly late paym

Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 3/3/2023

Tracking Number : 395304902341 Confirmation Number: C0E1A9E7

Reference Number: 10026863,20145867

Customer Reference Number: 10026863,20145867

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

942 PARK ROYAL SOUTH WES

T VANCOUVER

WEST VANCOUVER, BC V7T2W

4, CA

International Priority Service Type: MEDIUM FEDEX BOX

Package Type: 1.00 lbs

Weight: Insured Value: 20,562.00 USD

\$121.96 Est. Ship & Ins Cost: \$9.84 Est. Optional Charges:

\$131.80 Total Estimated Cost:

tamped on the 15 up, 0.75 or $\frac{34}{4} = .70$ up, .50 or $\frac{1}{2} = .45$ not responsible for the estimated terms must be reported by Consignee make timely payment to SimplexDiam for any от толо от the maximum amount permitted to be charged under applicable law. 12) Choice

o time. Title to Merchandise proceeds shall

een received by Consignor in immediately

ding the foregoing, the security interest that

under or any other defect in any interests or connection herewith. Consignor shall have title

gnee shall not contest, or assist any party in

proceeds. Nothing in this Agreement or any

the last day of each calendar month (which ndise sold, lost and damaged within 5 days

the Agreement at any time. In the event of

ling indebtedness of Consignee to Consignor

by law and equity, the absolute right to take

Consignee's books and records at any time.

erest, 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

ion and/or (b) the acts or omissions of

with the enforcement of Consignor's

mployees, vendors or contractors. 7) Fees

r; Severability; Assignment; Counterparts.

invalid or unenforceable, such invalidity

eement is not assignable by Consignee

tronic signature, each of which shall be

UT MERCHANDISE SHALL BE SOLD ON

ed are natural. However the diamonds

at any diamond in a lot of diamonds

nst either party. This Agreement sets

in writing signed by the party to be

n of this Agreement and any such

in hereof or exercise any rights

he parties hereto to be a contemporaneous

of business is the location set forth in the

ned to pass title to Merchandise to Consignee

erest granted to Consignor or granted in

erefor, 4) Reporting; Payment; Inspection.

Merchandise not returned, whether

Code or other law, shall not supersede or affect

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

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