TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry. iewelry 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 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 particles 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 available funds. Consignee shall may be conveyed to Consignor d Consignor's ownership of the Me obligations owing to Consignor, to the Merchandise at all times a contesting, the validity, perfectio connection herewith or contempl order, memo form, invoice, corres under any circumstances unless Consignee shall provide Consign shall list all sales, returns, and lo after receipt or the Sales Report. such request or any termination, previously sold, lost or damaged shall become immediately due a possession of and remove the M 5) Other Covenants; Representa other encumbrance (each a "Lien any such Lien. Consignee may se bulk or in any other manner, of a money security interest or similal cash exchange and not the paym applicable, duly organized under preamble to this Agreement. CO IMPLIED WARRANTIES OF MERCH Consignor and its shareholders, of expense (including, without limite Consignee or any of Consignee's Consignee shall pay all expenses rights and remedies with respect The language used in this Agreer forth the final and entire understa charged with such modification, w hereunder shall not affect the righ or unenforceability shall attach or provision shall be construed and without the prior written approva an original and all of which taken AN AS IS, WHERE IS BASIS. ALL IT are from multiple sources and hav are found to be synthetic, Simplex items/labels/tags/Invoices are ir up, .40 or 3/8 = .37 up, .33 or 1/3weights on closeout merchandise to SimplexDiam in writing within f amounts will result in a monthly la

Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 3/9/2023

Tracking Number: 395559594803 Confirmation Number: 8769FD63 Reference Number: 10026897

Customer Reference Number: 10026897

Ship From

ALPA SHETH

SDX

50W 47TH STREET

STE 2011

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

JANETJOHN GENNARO

JOHNSON J

157 KENT STREET WEST

LINDSAY, ON K9V2Y5, CA

* Saturday Pickup : No

* Saturday Delivery: No

No * COD Services :

* Adult Signature :

* Residential Delivery : No

* Schedule Pickup: No

* Pickup Date:

* Hold at Location:

* Direct Delivery Only: No

* Direct Signature:

Service Type: International Priority

No

No

MEDIUM FEDEX BOX Package Type:

1.00 lbs Weight:

Insured Value: 1,005.00 USD

Est. Ship & Ins Cost: \$63.29

Est. Optional Charges: \$10,15

\$73.44 Total Estimated Cost:

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een received by Consignor in immediately nding the foregoing, the security interest that Il Code or other law, shall not supersede or affect eunder or any other defect in any interests or n connection herewith. Consignor shall have title signee shall not contest, or assist any party in nterest granted to Consignor or granted in or proceeds. Nothing in this Agreement or any emed to pass title to Merchandise to Consignee therefor. 4) Reporting; Payment; Inspection. er the last day of each calendar month (which handise sold, lost and damaged within 5 days ate the Agreement at any time. In the event of all Merchandise not returned, whether anding indebtedness of Consignee to Consignor ed by law and equity, the absolute right to take nd Consignee's books and records at any time. 1 interest, security interest, lien, attachment or any such Lien, and will take all action to remove his Agreement, no other sales of Merchandise, ny third party on consignment, credit, purchase by the parties hereto to be a contemporaneous a corporation or limited liability company, as place of business is the location set forth in the IDISE INCLUDING, WITHOUT LIMITATION, will indemnify, defend and hold harmless s, liability, obligation, claim, allegation, or pligation and/or (b) the acts or omissions of ves. employees, vendors or contractors. 7) Fees. ection with the enforcement of Consignor's Waiver; Severability; Assignment; Counterparts. I against either party. This Agreement sets except in writing signed by the party to be rovision hereof or exercise any rights e held invalid or unenforceable, such invalidity rovision of this Agreement and any such nis Agreement is not assignable by Consignee or electronic signature, each of which shall be LOSEOUT MERCHANDISE SHALL BE SOLD ON delivered are natural. However the diamonds event that any diamond in a lot of diamonds eights stamped on the ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45

We are not responsible for the estimated price or terms must be reported by Consignee e timely payment to SimplexDiam for any o 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 OF 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