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 lo 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 parties bacounder shall constitute true consignments and not the purchase and sale of

agree that this Agreement creates a true of merchandise. If, notwithstanding the provi Merchandise or proceeds other than as a c Merchandise and all additions, replacemen deliver to Consignor, such financing statem immediately yest in and belong to Consign available funds. Consignee shall keep all may be conveyed to Consignor or which C Consignor's ownership of the Merchandis obligations owing to Consignor, the rights to the Merchandise at all times and Cons contesting, the validity, perfection, priorit connection herewith or contemplated her order, memo form, invoice, corresponden under any circumstances unless and until Consignee shall provide Consignor with shall list all sales, returns, and lost or da after receipt or the Sales Report. Consid such request or any termination, all Mer previously sold, lost or damaged, withir shall become immediately due and pay possession of and remove the Merchan 5) Other Covenants; Representations. other encumbrance (each a "Lien") in o any such Lien. Consignee may sell the bulk or in any other manner, of any Me money security interest or similar cond cash exchange and not the payment for applicable, duly organized under the I preamble to this Agreement. CONSIG IMPLIED WARRANTIES OF MERCHANT Consignor and its shareholders, direc expense (including, without limitation Consignee or any of Consignee's affil Consignee shall pay all expenses inc rights and remedies with respect to The language used in this Agreemer forth the final and entire understand charged with such modification, wair hereunder shall not affect the right (or unenforceability shall attach only provision shall be construed and lim without the prior written approval c an original and all of which taken to AN AS IS. WHERE IS BASIS, ALL ITE! are from multiple sources and have are found to be synthetic. SimplexD.

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 3/9/2023

Tracking Number : 1Z0173YV1305649343

Confirmation Number: C45B75CD Reference Number: 10026903

Customer Reference Number: 10026903

Ship From * Saturday Pickup : ALPA SHETH No * Saturday Delivery: SDX No * COD Services : 50W 47TH STREET No * Adult Signature : STE 2011 No * Residential Delivery : NEW YORK, NY 10036, US No * Schedule Pickup : **Rerouted shipment. No * Pickup Date :

Ship To LABELLE

LABELLE 1

14267 WOLF ROAD

ORLAND PARK, IL 60467, US

* Direct Delivery Only:

* Direct Signature :

Service Type: Next Day Air Saver

Package Type: EXPRESS BOX

Weight:

1.00 lbs

Insured Value: 1,000.00 USD

Est. Ship & Ins Cost: Est. Optional Charges:

\$24.56 \$3.84

No

Total Estimated Cost: SEE NOTICE ON REVERSE regarding UPS Terms, and notice of lin customs purposes. If exported from the US, hipper certifies tha Regulations. Diversion contrary to law is prohibit. \$28.40

ien on and security interest in the orizes filing of, and shall sign and tle to Merchandise proceeds shall ved by Consignor in immediately foregoing, the security interest that other law, shall not supersede or affect r any other defect in any interests or ion herewith. Consignor shall have title hall not contest, or assist any party in ranted to Consignor or granted in eds. Nothing in this Agreement or any) pass title to Merchandise to Consignee . 4) Reporting; Payment; Inspection. st day of each calendar month (which e sold, lost and damaged within 5 days Agreement at any time. In the event of chandise not returned, whether indebtedness of Consignee to Consignor aw and equity, the absolute right to take isignee's books and records at any time. est, security interest, lien, attachment or ch Lien, and will take all action to remove greement, no other sales of Merchandise, d party on consignment, credit, purchase e parties hereto to be a contemporaneous poration or limited liability company, as of business is the location set forth in the INCLUDING, WITHOUT LIMITATION. ndemnify, defend and hold harmless bility, obligation, claim, allegation, or ition and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees. on with the enforcement of Consignor's iver; Severability; Assignment; Counterparts. gainst either party. This Agreement sets ept in writing signed by the party to be vision hereof or exercise any rights neld invalid or unenforceable, such invalidity vision of this Agreement and any such Agreement is not assignable by Consignee r electronic signature, each of which shall be DSEOUT MERCHANDISE SHALL BE SOLD ON Jelivered are natural. However the diamonds rent that any diamond in a lot of diamonds ights stamped on the ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45

has any right, title or interest in the

tems/labels/tags/Invoices are in carats and are approximate. The range of the stimulation weights on closeout merchandise - they are only our conservative 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

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