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 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 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 partiagree 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

deliver to Consignor, such financing statements and other immediately vest in and belong 6210 748 0888 available funds. Consignee sha may be conveyed to Consignor Consignor's ownership of the Mo obligations owing to Consignor, to the Merchandise at all times a contesting, the validity, perfection connection herewith or contempla order, memo form, invoice, corres under any circumstances unless a Consignee shall provide Consigna shall list all sales, returns, and los after receipt or the Sales Report. such request or any termination, a previously sold, lost or damaged, u shall become immediately due and possession of and remove the Mer 5) Other Covenants; Representation other encumbrance (each a "Lien") i any such Lien. Consignee may sell t bulk or in any other manner, of any money security interest or similar co cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. CONSIC MPLIED WARRANTIES OF MERCHANT Consignor and its shareholders, direc expense (including, without limitation Consignee or any of Consignee's affilia Consignee shall pay all expenses inclu ights and remedies with respect to th The language used in this Agreement forth the final and entire understanding charged with such modification, waiver nereunder shall not affect the right of s or unenforceability shall attach only to s provision shall be construed and limited without the prior written approval of Co 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 n tems/labels/tags/Invoices are in carats up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 u weights on closeout merchandise - they to SimplexDiam in writing within five (5) amounts will result in a monthly late paym

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 3/13/2023

Merchandise and all additions, replacements, proceeds, accounts receivable, and insura-

Tracking Number : 1Z0173YV0211847012

Confirmation Number: BE43E460

Reference Number: 10026992

Customer Reference Number: 10026992

Ship From mly in the ordinar
ALPA SHETH
SDX lecedent debt. Consigne
50W 47TH STREET
STE 2011
NEW YORK, NY 10036, US
**Rerouted shipment.

Ship To ERIC ROSENBLATT MARSHALL'S J 106 NORTH THIRD ST BARDSTOWN, KY 40004, US

Saturday Pickup: No * Saturday Delivery : * COD Services : * Adult Signature : * Residential Delivery: No * Schedule Pickup :

* Pickup Date :

* Direct Delivery Only : * Direct Signature : 2nd Day Air Service Type : Package Type : EXPRESS BOX 1.00 lbs Weight: Insured Value: 1,000.00 USD

\$15.46 Est. Ship & Ins Cost: Est. Optional Charges: \$2.32 \$17.78 Total Estimated Cost:

signee authorizes filing of, and shall sign and to time. Title to Merchandise proceeds shall been received by Consignor in immediately anding the foregoing, the security interest that al 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 iterest granted to Consignor or granted in r proceeds. Nothing in this Agreement or any emed to pass title to Merchandise to Consignee nerefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which andise sold, lost and damaged within 5 days e the Agreement at any time. In the event of Il Merchandise not returned, whether ding indebtedness of Consignee to Consignor by law and equity, the absolute right to take Consignee's books and records at any time. nterest, security interest, lien, attachment or , such Lien, and will take all action to remove Agreement, no other sales of Merchandise, hird party on consignment, credit, purchase the parties hereto to be a contemporaneous orporation or limited liability company, as e of business is the location set forth in the E INCLUDING, WITHOUT LIMITATION, indemnify, defend and hold harmless bility, obligation, claim, allegation, or tion and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees. in with the enforcement of Consignor's er; Severability; Assignment; Counterparts. inst either party. This Agreement sets t in writing signed by the party to be on hereof or exercise any rights t invalid or unenforceable, such invalidity on of this Agreement and any such reement is not assignable by Consignee ctronic signature, each of which shall be OUT MERCHANDISE SHALL BE SOLD ON red are natural. However the diamonds nat any diamond in a lot of diamonds stamped on the 95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 not responsible for the estimated

or terms must be reported by Consignee eyment. railure to make timely payment to SimplexDiam for any 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