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 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 part 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 are aball have, and is hereby granted, a first priority and continuing lien on and security interest in the

Merchandise or proceeds other than as a consider Merchandise and all additions, replacements, r deliver to Consignor, such financing statements immediately vest in and belong to Consignor up available funds. Consignee shall keep all Merc may be conveyed to Consignor or which Consig Consignor's ownership of the Merchandise. No obligations owing to Consignor, the rights and to the Merchandise at all times and Consignor contesting, the validity, perfection, priority or e connection herewith or contemplated hereby in order, memo form, invoice, correspondence, or under any circumstances unless and until Cons Consignee shall provide Consignor with month shall list all sales, returns, and lost or damage after receipt or the Sales Report. Consignor m such request or any termination, all Merchand previously sold, lost or damaged, within 5 bus shall become immediately due and payable. (possession of and remove the Merchandise w 5) Other Covenants; Representations. Consig other encumbrance (each a "Lien") in or on an any such Lien. Consignee may sell the Mercha bulk or in any other manner, of any Merchand money security interest or similar conditions. cash exchange and not the payment for an ar applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR M MPLIED WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, off expense (including, without limitation, legal' 1 Consignee or any of Consignee's affiliates, di Consignee shall pay all expenses including, v rights and remedies with respect to the Merc The language used in this Agreement is chos forth the final and entire understanding with charged with such modification, waiver or an hereunder shall not affect the right of such p or unenforceability shall attach only to such r provision shall be construed and limited to the without the prior written approval of Consign an original and all of which taken together s AN AS IS. WHERE IS BASIS, ALL ITEMS FOR F are from multiple sources and have not beer are found to be synthetic, SimplexDiam may items/labels/tags/Invoices are in carats ar up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, weights on closeout merchandise - they are only our con-

Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 3/27/2023 Tracking Number: 396275365688 Confirmation Number: A5A8D654 Reference Number: 10027054

5710 BLUE LAGOON DRIVE

MIAMI, FL 33126, US

ROOM #229

Customer Reference Number: 10027054

Ship From	* Saturday Pickup :	No
ALPA SHETH	* Saturday Delivery :	No
SDX	* COD Services :	No
50W 47TH STREET	* Adult Signature :	No
STE 2011	* Residential Delivery :	No
NEW YORK, NY 10036, US	* Schedule Pickup :	No
**Rerouted shipment.	* Pickup Date :	
Ship To	* Hold at Location :	No
LILLY PULLIN	* Direct Delivery Only:	No
HOTAL HYATT HOUSE MIAMI	* Direct Signature :	No
AIRPORT	Service Type . Dulant	^

1.00 lbs Insured Value: 545.00 USD

Priority Overnight

MEDIUM FEDEX BOX

Service Type:

Package Type:

Weight:

Est. Ship & Ins Cost: \$42.01 Est. Optional Charges: \$6.48

Total Estimated Cost: \$48.49

Merchandise proceeds shall by Consignor in immediately going, the security interest that r law, shall not supersede or affect other defect in any interests or erewith. Consignor shall have title ot contest, or assist any party in d to Consignor or granted in Jothing in this Agreement or any s title to Merchandise to Consignee eporting; Payment; Inspection. y of each calendar month (which , lost and damaged within 5 days ment at any time. In the event of lise not returned, whether tedness of Consignee to Consignor d equity, the absolute right to take e's books and records at any time. curity interest, lien, attachment or , and will take all action to remove ent, no other sales of Merchandise, y on consignment, credit, purchase es hereto to be a contemporaneous on or limited liability company, as iness is the location set forth in the DING, WITHOUT LIMITATION, fy, defend and hold harmless bligation, claim, allegation, or d/or (b) the acts or omissions of ees, vendors or contractors. 7) Fees. the enforcement of Consignor's rerability; Assignment; Counterparts. ther party. This Agreement sets riting signed by the party to be reof or exercise any rights lid or unenforceable, such invalidity this Agreement and any such ent is not assignable by Consignee nic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON ore natural. However the diamonds any diamond in a lot of diamonds mped on the up, 0.75 or $\frac{3}{4} = .70$ up, .50 or $\frac{1}{2} = .45$ t responsible for the estimated

erms must be reported by Consignee

es filing of, and shall sign and

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 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