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 Consignoe'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 s 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 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

immediately vest in and belong to Consignor available funds. Consignee shall keep all M may be conveyed to Consignor or which Con-Consignor's ownership of the Merchandise. obligations owing to Consignor, the rights ar to the Merchandise at all times and Consigno contesting, the validity, perfection, priority or connection herewith or contemplated hereby 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 Merchandi previously sold, lost or damaged, within 5 busi shall become immediately due and payable. Co possession of and remove the Merchandise wi 5) Other Covenants; Representations. Consigne other encumbrance (each a "Lien") in or on any any such Lien. Consignee may sell the Merchan bulk or in any other manner, of any Merchandise money security interest or similar conditions. Ar cash exchange and not the payment for an ante applicable, duly organized under the laws of the preamble to this Agreement. CONSIGNOR MAKE MPLIED WARRANTIES OF MERCHANTABILITY OR Consignor and its shareholders, directors, officers expense (including, without limitation, legal' fees Consignee or any of Consignee's affiliates, directo Consignee shall pay all expenses including, withou ights and remedies with respect to the Merchand The language used in this Agreement is chosen by forth the final and entire understanding with respe charged with such modification, waiver or amendm hereunder shall not affect the right of such party a or unenforceability shall attach only to such provisi provision shall be construed and limited to the exte without the prior written approval of Consignor. Th an original and all of which taken together shall cor AN AS IS, WHERE IS BASIS, ALL ITEMS FOR RESALE are from multiple sources and have not been tested are found to be synthetic, SimplexDiam may cancel t items/labels/tags/Invoices are in carats and are ap up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or ¼ weights on closeout merchandise - they are only our to SimplexDiam in writing within five (5) days of kno amounts will result in a monthly late payment interes

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 4/3/2023

Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom Considerations

deliver to Consignor, such financing statements and other documents as Consig

Tracking Number: 1Z0173YV0220654070

Confirmation Number: 4228F9A6

Reference Number: INV#10027101 03292023-001

Customer Reference Number

Ship From	* Saturday Herry
	* Saturday Delivery:
YATI LEI OO	
SIMPLEXDIAM, INC.	* COD Services :
SIMPLEXDIAM, THE	* Adult Signature :
50 WEST 47TH STREET, SUI	Addit Signature

\* Residential Delivery: TF 2011

New York, NY 10036, US

\*\*Rerouted shipment.

Ship To

STEVE PACE PACE J

1250 PENDLETON ST

GREENVILLE, SC 29611, US

No \* Schedule Pickup: \* Pickup Date:

No

No

\* Caturday Pickup :

\* Direct Delivery Only:

\* Direct Signature : 2nd Day Air

Service Type : EXPRESS BOX Package Type:

1.00 lbs Weight:

Insured Value: 179.00 USD

orizes filing of, and shall sign and e to Merchandise proceeds shall ed by Consignor in immediately pregoing, the security interest that her law, shall not supersede or affect ny other defect in any interests or herewith. Consignor shall have title not contest, or assist any party in ed to Consignor or granted in Nothing in this Agreement or any is title to Merchandise to Consignee leporting; Payment; Inspection.

y of each calendar month (which lost and damaged within 5 days ment at any time. In the event of ise not returned, whether edness of Consignee to Consignor equity, the absolute right to take s books and records at any time. rity interest, lien, attachment or and will take all action to remove t, no other sales of Merchandise, n consignment, credit, purchase hereto to be a contemporaneous or limited liability company, as ss is the location set forth in the 3. WITHOUT LIMITATION. lefend and hold harmless ation, claim, allegation, or (b) the acts or omissions of vendors or contractors. 7) Fees. enforcement of Consignor's ility; Assignment; Counterparts. party. This Agreement sets signed by the party to be r exercise any rights unenforceable, such invalidity greement and any such not assignable by Consignee ature, each of which shall be ANDISE SHALL BE SOLD ON ural. However the diamonds mond in a lot of diamonds

or  $\frac{3}{4} = .70 \text{ up}$ , .50 or  $\frac{1}{2} = .45$ sible for the estimated st be reported by Consignee y payment to SimplexDiam for any

e 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