

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 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 shall 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 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 to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise and

may be conveyed to Consignor or which Consignor's ownership of the Merchandise obligations owing to Consignor, the right to the Merchandise at all times and Contesting, the validity, perfection, prior connection herewith or contemplated hereunder, order, memo form, invoice, correspondence under any circumstances unless and until Consignee shall provide Consignor with shall list all sales, returns, and lost or damaged after receipt or the Sales Report. Consignee such request or any termination, all Merchandise previously sold, lost or damaged, within shall become immediately due and payable upon possession of and remove the Merchandise.

5) Other Covenants; Representations. Consignee shall provide Consignor with shall list all sales, returns, and lost or damaged after receipt or the Sales Report. Consignee such request or any termination, all Merchandise previously sold, lost or damaged, within shall become immediately due and payable upon possession of and remove the Merchandise.

other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise money security interest or similar condition of cash exchange and not the payment for a cash advance applicable, duly organized under the laws of any applicable jurisdiction, pre-emptible to this Agreement. CONSIGNOR MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE. Consignor and its shareholders, directors, officers, agents, employees, and assigns shall be held harmless, at its expense (including, without limitation, legal fees and costs) from any and all claims, damages, losses, and expenses (including, without limitation, legal fees and costs) incurred by Consignee or any of Consignee's affiliates. Consignee shall pay all expenses including attorney's fees and costs in connection with the enforcement of its rights and remedies with respect to the Merchandise. The language used in this Agreement is deemed to be the final and entire understanding of the parties and shall be construed and limited to the intent of the parties as expressed hereunder shall not affect the right of such party to enforce its rights hereunder or the unenforceability shall attach only to such extent as such provision shall be construed and limited to the intent of the parties as expressed hereunder without the prior written approval of Consignor. This Agreement shall be binding on the original and all of which taken together shall constitute the entire agreement of the parties. **AS IS, WHERE IS BASIS. ALL ITEMS FOR SALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED. ALL DIAMONDS ARE FOUND TO BE SYNTHETIC. SimplexDiam may not be responsible for items/labels/tags/Invoices are in carats and weights on closeout merchandise - they are to SimplexDiam in writing within five (5) days of receipt. Late payment amounts will result in a monthly late payment of 1.5% per month. of Law; Jurisdiction. This Agreement shall be binding on the original and all of which taken together shall constitute the entire agreement of the parties. Consignee irrevocably submits to the exclusive jurisdiction of the court 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.**

SEE NOTICE ON REVERSE regarding UPS terms, and notice of limitation of liability, where allowed by law, where applicable. Where allowed by law, where applicable, the customer agrees to indemnify and hold SimplexDiam harmless from and against all claims, damages, losses, and expenses (including, without limitation, legal fees and costs) incurred by SimplexDiam or any of SimplexDiam's affiliates. Consignee shall pay all expenses including attorney's fees and costs in connection with the enforcement of its rights and remedies with respect to the Merchandise. The language used in this Agreement is deemed to be the final and entire understanding of the parties and shall be construed and limited to the intent of the parties as expressed hereunder shall not affect the right of such party to enforce its rights hereunder or the unenforceability shall attach only to such extent as such provision shall be construed and limited to the intent of the parties as expressed hereunder without the prior written approval of Consignor. This Agreement shall be binding on the original and all of which taken together shall constitute the entire agreement of the parties. Consignee irrevocably submits to the exclusive jurisdiction of the court 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.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 4/11/2023
 Tracking Number : 1Z0173YV0202660589
 Confirmation Number : 0B715E92
 Reference Number : INV#10027116
 Customer Reference Number :

Ship From
 YATI LEI OO
 SIMPLEXDIAM, INC.
 50 WEST 47TH STREET, SUITE 2011
 New York, NY 10036, US
 **Rerouted shipment.

Ship To
 RONNY TONIJA
 BRADSHAW'S J (RJO)
 4177 MONTGOMERY HIGHWAY, SUITE # 7
 DOTHAN, AL 36303, US

- * Saturday Pickup : No
- * Saturday Delivery : No
- * COD Services : No
- * Adult Signature : No
- * Residential Delivery : No
- * Schedule Pickup : No
- * Pickup Date :
- * Direct Delivery Only : No
- * Direct Signature : No
- Service Type : 2nd Day Air
- Package Type : EXPRESS BOX
- Weight : 1.00 lbs
- Insured Value : 769.00 USD**

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



the foregoing, the security interest that or other law, shall not supersede or affect or any other defect in any interests or action herewith. Consignor shall have title shall not contest, or assist any party in granted to Consignor or granted in proceeds. Nothing in this Agreement or any to pass title to Merchandise to Consignee r. 4) Reporting; Payment; Inspection. first 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 ndebtedness of Consignee to Consignor w and equity, the absolute right to take ighnee's books and records at any time. st, security interest, lien, attachment or 1 **Lien, and will take all action to remove** eement, no other sales of Merchandise, party on consignment, credit, purchase parties hereto to be a contemporaneous ration or limited liability company, as business is the location set forth in the LUDING, WITHOUT LIMITATION, mnify, defend and hold harmless y, obligation, claim, allegation, or and/or (b) the acts or omissions of loyees, vendors or contractors. 7) Fees. ith the enforcement of Consignor's Severability; Assignment; Counterparts. either party. This Agreement sets writing signed by the party to be hereof or exercise any rights valid or unenforceable, such invalidity of this Agreement and any such ment is not assignable by Consignee onic signature, each of which shall be T MERCHANDISE SHALL BE SOLD ON d are natural. However the diamonds t any diamond in a lot of diamonds mped on the i up, 0.75 or ¾ = .70 up, .50 or ½ = .45 ot responsible for the estimated irms must be reported by Consignee ayment to SimplexDiam for any ged under applicable law. 12) Choice nce to its rules as to conflicts of law).