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 se 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 partie 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. Cons

mmediately vest in and belong to Consignor available funds. Consignee shall keep all Me may be conveyed to Consignor or which Cons Consignor's ownership of the Merchandise. N obligations owing to Consignor, the rights an to the Merchandise at all times and Consigno contesting, the validity, perfection, priority or connection herewith or contemplated hereby order, memo form, invoice, correspondence, o under any circumstances unless and until Con Consignee shall provide Consignor with mont shall list all sales, returns, and lost or damag after receipt or the Sales Report. Consignor r such request or any termination, all Merchan previously sold, lost or damaged, within 5 bu shall become immediately due and payable. possession of and remove the Merchandise 5) Other Covenants; Representations. Consid other encumbrance (each a "Lien") in or on a any such Lien. Consignee may sell the Merch bulk or in any other manner, of any Merchan money security interest or similar conditions. cash exchange and not the payment for an a applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR N IMPLIED WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, off expense (including, without limitation, legal' Consignee or any of Consignee's affiliates, d Consignee shall pay all expenses including, v rights and remedies with respect to the Mer 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 p 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 R are from multiple sources and have not beer are found to be synthetic, SimplexDiam may tems/labels/tags/Invoices are in carats an up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, . weights on closeout merchandise - they are to SimplexDiam in writing within five (5) day amounts will result in a monthly late paymer

Beginglows: Diversion contrast, to law is bruighplied; crappute bubboses; II deadorated from the PC 29 before centilest part the commodities' inclusions was included in the PC and a secondarded with the Executive Contrast and a secondard commodities' included a secondard commodities of the PC and a secondard commodities of the PC and

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 4/13/2023

Tracking Number: 1Z0173YV0203746299

Confirmation Number: DDAB777A Reference Number: INV#10027128

Customer Reference Number:

Ship From

YATI LEI OO

SIMPLEXDIAM, INC.

50 WEST 47TH STREET, SUI

TE 2011

New York, NY 10036, US

**Rerouted shipment.

Ship To

JUSTIN MIZE

G N GUNS

579-B HWY. 51 NORTH

RIDGELAND, MS 39157, US

* Saturday Pickup :

No

* Saturday Delivery :

No

* COD Services :

* Adult Signature :

No No

* Residential Delivery :

: No

* Schedule Pickup:

No

* Pickup Date :

* Direct Delivery Only: No

* Direct Signature :

Service Type : 2nd Day Air

Package Type :

EXPRESS BOX

Weight:

LXI KESS DO

weight:

1.00 lbs

Insured Value: 1,000.00 USD

d by Consignor in immediately egoing, the security interest that ier law, shall not supersede or affect ly 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 ss title to Merchandise to Consignee Reporting; Payment; Inspection. by of each calendar month (which d, lost and damaged within 5 days ement at any time. In the event of dise not returned, whether otedness of Consignee to Consignor nd equity, the absolute right to take e's books and records at any time. scurity interest, lien, attachment or n, and will take all action to remove ent, no other sales of Merchandise, y on consignment, credit, purchase ies hereto to be a contemporaneous on or limited liability company, as siness is the location set forth in the DING, WITHOUT LIMITATION, ify, defend and hold harmless bligation, claim, allegation, or d/or (b) the acts or omissions of rees, 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 iic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON are natural. However the diamonds any diamond in a lot of diamonds nped on the up, 0.75 or $\frac{3}{4} = .70$ up, .50 or $\frac{1}{2} = .45$ responsible for the estimated erms must be reported by Consignee yment to SimplexDiam for any

ed under applicable law. 12) Choice

of Law; Jurisdiction. This Agreement shall be governed by and constitued under the saws 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

