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 log 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 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. 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 available funds. Consignee shall keep al may be conveyed to Consignor or which Consignor's ownership of the Merchandi obligations owing to Consignor, the right to the Merchandise at all times and Cons contesting, the validity, perfection, priorit connection herewith or contemplated her order, memo form, invoice, correspondent under any circumstances unless and until Consignee shall provide Consignor with n shall list all sales, returns, and lost or dar after receipt or the Sales Report. Consign such request or any termination, all Mercl previously sold, lost or damaged, within ! shall become immediately due and payat possession of and remove the Merchandi 5) Other Covenants; Representations. Co other encumbrance (each a "Lien") in or o any such Lien. Consignee may sell the Me bulk or in any other manner, of any Merch money security interest or similar conditio cash exchange and not the payment for ai applicable, duly organized under the laws preamble to this Agreement. CONSIGNOR IMPLIED WARRANTIES OF MERCHANTABIL Consignor and its shareholders, directors, expense (including, without limitation, lega Consignee or any of Consignee's affiliates, Consignee shall pay all expenses including rights and remedies with respect to the Me The language used in this Agreement is ch forth the final and entire understanding wi charged with such modification, waiver or a hereunder shall not affect the right of such or unenforceability shall attach only to such provision shall be construed and limited to without the prior written approval of Consid an original and all of which taken together AN AS IS, WHERE IS BASIS. ALL ITEMS FOR are from multiple sources and have not bee are found to be synthetic, SimplexDiam may tems/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 to SimplexDiam in writing within five (5) da amounts will result in a monthly late payme

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 11/8/2023

Tracking Number: 1Z0173YV0235082606

Confirmation Number: DEFB6C81 Reference Number: INV#10028369

Customer Reference Number:

of lisbility. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and mmodibles, technology or software were exported from the US in accordance with the Export Administration

\* Saturday Pickup: Ship From \* Saturday Delivery: YATI LEI OO \* COD Services: SIMPLEXDIAM, INC. 50 WEST 47TH STREET, SUI \* Adult Signature: \* Residential Delivery: TE 2011

New York, NY 10036, US

\*\*Rerouted shipment.

Ship To

JUSTIN SMITH JAMIE HOOD J INC. JHJ, I

2508 AVALON AVE. SUITE A

Muscle Shoals, AL 35661,

No

No No

No

No \* Schedule Pickup: No

\* Pickup Date:

\* Direct Delivery Only: No \* Direct Signature:

2nd Day Air Service Type:

Package Type: EXPRESS BOX

1.00 lbs Weight:

Insured Value: 429.00 USD

eived by Consignor in immediately e foregoing, the security interest that r other law, shall not supersede or affect or any other defect in any interests or tion herewith. Consignor shall have title hall not contest, or assist any party in ranted to Consignor or granted in ds. Nothing in this Agreement or any pass title to Merchandise to Consignee 4) Reporting; Payment; Inspection. it day of each calendar month (which sold, lost and damaged within 5 days greement at any time. In the event of nandise not returned, whether debtedness of Consignee to Consignor v and equity, the absolute right to take gnee's books and records at any time. , security interest, lien, attachment or Lien, and will take all action to remove ement, no other sales of Merchandise, arty on consignment, credit, purchase arties hereto to be a contemporaneous ation or limited liability company, as business is the location set forth in the LUDING, WITHOUT LIMITATION, nnify, defend and hold harmless , obligation, claim, allegation, or and/or (b) the acts or omissions of oyees, vendors or contractors. 7) Fees. th the enforcement of Consignor's everability; Assignment; Counterparts either party. This Agreement sets writing signed by the party to be nereof or exercise any rights alid or unenforceable, such invalidity f this Agreement and any such nent is not assignable by Consignee nic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON lare natural. However the diamonds any diamond in a lot of diamonds imped 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 ayment to SimplexDiam for any ged under applicable law. 12) Choice

generating and the laws of the State of New York (without reference to its rules as to conflicts of law). of Law; Jurisdiction. This Agreement shall be 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