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 af**ter 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 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 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, parts, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing stateme[illegible] le to Merchandise proceeds shall immediately vest in and belong to Consignc[illegible] ed by Consignor in immediately available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure to perfect any or its interests or [illegible] any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignments and transactions contemplated [illegible] on herewith. Consignor shall have title to the Merchandise at all times and Consig[illegible] all not contest, or assist any party in contesting, the validity, perfection, priority [illegible] anted to Consignor or granted in connection herewith or contemplated hereb[illegible]s. Nothing in this Agreement or any order, memo form, invoice, correspondence [illegible] pass title to Merchandise to Consignee under any circumstances unless and until Consignor has actually received full and irrevocable payment [illegible] 4) Reporting; Payment; Inspection. **Consignee shall provide Consignor with monthly sales reports** [illegible] **day of each calendar month (which** shall list all sales, returns, and lost or dama[illegible] sold, lost and damaged within 5 days after receipt or the Sales Report. Consignc[illegible] greement at any time. In the event of such request or any termination, all Mercha[illegible] andise not returned, whether **previously sold, lost or damaged, within 5** business days. In the event of a breach of Consignee's obligations, all outstanding indebtedness of Consignee to Consignor shall become immediately due and payabl[illegible] and equity, the absolute right to take possession of and remove the Merchandis[illegible] nee's books and records at any time. 5) Other Covenants; Representations. Con[illegible] security interest, lien, attachment or **other encumbrance (each a "Lien") in or on** any of the Merchandise or any proceeds thereof, [illegible] **Lien, and will take all action** to remove any such Lien. Consignee may sell the Merchandise only [illegible] ement, no other sales of Merchandise, bulk or in any other manner, of any Merchandise shall be permitted. [illegible] arty on consignment, credit, purchase money security interest or similar conditio[illegible] arties hereto to be a contemporaneous cash exchange and not the payment for ar[illegible] ation or limited liability company, as applicable, duly organized under the laws of the jurisdiction of its formation, in good standing therein, [illegible] business is the location set forth in the preamble to this Agreement. CONSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING [illegible] LUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 6) Indemnification. Consignee will indemnify, defend and hold harmless Consignor and its shareholders, directors, officers, employees, representatives and agents from any loss, damage, [illegible] y, obligation, claim, allegation, or **expense (including, without limitation, legal fees** [illegible] and/or (b) the acts or omissions of **Consignee or any of Consignee's affiliates**, directors, members, shareholders, managers, partners, officers, representatives, employees, vendors or contractors. 7) Fees. Consignee shall pay all expenses includin[illegible] **with the enforcement of Consignor's** rights and remedies with respect to the Merchandise, proceeds, and/or the terms hereof. [illegible] Severability; Assignment; Counterparts. The language used in this Agreement is chosen by the parties mutually and no rules of strict construction will be applied against either party. This Agreement sets forth the final and entire understanding with respect to its subject matter and cannot [illegible] n writing signed by the party to be charged with such modification, waiver or amendment. [illegible] hereof or exercise any rights hereunder shall not affect the right of suc[illegible] valid or unenforceable, such invalidity or unenforceability shall attach only to suc[illegible] of this Agreement and any such provision shall be construed and limited to the extent necessary, if possible, so as not to be invalid or unenforceable. This Agreement is not assignable by Consignee without the prior written approval of Consignor. [illegible] ctronic signature, each of which shall be an original and all of which taken togethe[illegible] UT MERCHANDISE SHALL BE SOLD ON **AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE ONLY.** To the best of SimplexDiam's knowledge the diamonds herein deliver**ed are** natural. However the diamonds are from multiple sources and have not b[illegible] at any diamond in a lot of diamonds are found to be synthetic, SimplexDiam m[illegible] stamped on the items/labels/tags/Invoices are in carats [illegible] 95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 u[illegible] not responsible for the estimated weights on closeout merchandise – they a[illegible] or terms must be reported by Consignee 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 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

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 1/19/2023
Tracking Number : 1Z0173YV0220179923
Confirmation Number : DA396945
Reference Number : 10026619
Customer Reference Number : 10026619

Ship From
ALPA SHETH
SDX
50 W 47TH ST,
SUITE 2011
NEW YORK, NY 10036, US
****Rerouted shipment.**

Ship To
--
TENA'S F J
13 W ROBERT TOMBS AVENUE
WASHINGTON, GA 30673, 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 :	**1,000.00 USD**
Est. Ship & Ins Cost:	$15.46
Est. Optional Charges:	$2.56
Total Estimated Cost:	$18.02

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. RRD R 1022