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 silb 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

available funds. Consignee shall keep af 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, priori connection herewith or contemplated her order, memo form, invoice, corresponder under any circumstances unless and unti Consignee shall provide Consignor with shall list all sales, returns, and lost or da after receipt or the Sales Report. Consid such request or any termination, all Mer previously sold, lost or damaged, within shall become immediately due and paya possession of and remove the Merchan 5) Other Covenants; Representations. (other encumbrance (each a "Lien") in or any such Lien. Consignee may sell the N bulk or in any other manner, of any Mer money security interest or similar condit cash exchange and not the payment for applicable, duly organized under the lav preamble to this Agreement. CONSIGN IMPLIED WARRANTIES OF MERCHANTAL Consignor and its shareholders, directo expense (including, without limitation, k Consignee or any of Consignee's affiliat Consignee shall pay all expenses includ rights and remedies with respect to the The language used in this Agreement is forth the final and entire understanding charged with such modification, waiver hereunder shall not affect the right of s or unenforceability shall attach only to provision shall be construed and limited without the prior written approval of Co an original and all of which taken toget AN AS IS, WHERE IS BASIS. ALL ITEMS F are from multiple sources and have not are found to be synthetic, SimplexDian items/labels/tags/Invoices are in cara up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 weights on closeout merchandise - the to SimplexDiam in writing within five (amounts will result in a monthly late pa of Law; Jurisdiction. This Agreement sl

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 4/25/2023

Tracking Number: 1Z0173YV0213171748

Confirmation Number: D272EBAB Reference Number: INV#10027177

Customer Reference Number:

Ship	From
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NILESHKUMAR RAWAL

SIMPLEXDIAM, INC.

50 WEST 47TH STREET, SUI

TE 2011

New York, NY 10036, US

**Rerouted shipment.

Ship To

KEN K.THOMPSON J

1080 PAUL BUNYAN DRIVE N

W,

BEMIDJI, MN 56601, US

* Saturday Pickup :

No

No

* Saturday Delivery : * COD Services :

No

* Adult Signature :

No No

* Residential Delivery :

* Schedule Pickup :

No

* Pickup Date :

* Direct Delivery Only: N

* Direct Signature :

ect Signature : No

Service Type : Package Type :

2nd Day Air EXPRESS BOX

Weight:

1.00 lbs

Insured Value: 358.00 USD

R YOULE UP IN XXYESE regarding UP's Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control are officing supposes. If exported from the US in accordance with the Export Administrations. Diversion contrary to law is prohibited.

RRD RF2 11

Consignee irrevocably submits to the exclusive jurisdiction of the forum of SimplexUlam'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 he 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 shall not contest, or assist any party in granted to Consignor or granted in eds. Nothing in this Agreement or any o pass title to Merchandise to Consignee . 4) Reporting; Payment; Inspection. st 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 signee's books and records at any time. st, security interest, lien, attachment or h Lien, and will take all action to remove reement, no other sales of Merchandise, party on consignment, credit, purchase parties hereto to be a contemporaneous oration or limited liability company, as of business is the location set forth in the VCLUDING, WITHOUT LIMITATION, lemnify, defend and hold harmless lity, obligation, claim, allegation, or on and/or (b) the acts or omissions of nployees, vendors or contractors. 7) Fees with the enforcement of Consignor's r; Severability; Assignment; Counterparts. nst either party. This Agreement sets in writing signed by the party to be on hereof or exercise any rights I invalid or unenforceable, such invalidity on of this Agreement and any such reement is not assignable by Consignee ectronic signature, each of which shall be OUT MERCHANDISE SHALL BE SOLD ON ered are natural. However the diamonds that any diamond in a lot of diamonds s stamped on the $0.95 \text{ up}, 0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ re not responsible for the estimated or terms must be reported by Consignee ely payment to SimplexDiam for any charged under applicable law. 12) Choice eference to its rules as to conflicts of law).