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 parti 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, replacem deliver to Consignor, such financing stat mmediately vest in and belong to Cons available funds. Consignee shall keep may be conveyed to Consignor or which Consignor's ownership of the Merchand obligations owing to Consignor, the righ to the Merchandise at all times and Cor contesting, the validity, perfection, prior connection herewith or contemplated he order, memo form, invoice, corresponde under any circumstances unless and unt 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 Mei previously sold, lost or damaged, within shall become immediately due and pay 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 MPLIED WARRANTIES OF MERCHANTAE Consignor and its shareholders, director expense (including, without limitation, le Consignee or any of Consignee's affiliate Consignee shall pay all expenses includi 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 su or unenforceability shall attach only to s provision shall be construed and limited without the prior written approval of Cor an original and all of which taken togeth AN AS IS, WHERE IS BASIS. ALL ITEMS FO are from multiple sources and have not t are found to be synthetic, SimplexDiam i tems/labels/tags/Invoices are in carat up, .40 or 3/8 = .37 up, .33 or 1/3 = .29weights on closeout merchandise - they

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 5/23/2023

Tracking Number: 1Z0173YV0203827693

Confirmation Number: 7D7DD6F7 Reference Number: INV#10027285

Customer Reference Number:

Ship From \* Saturday Pickup : YATI LEI OO \* Saturday Delivery: SIMPLEXDIAM, INC. \* COD Services: 50 WEST 47TH STREET, SUI \* Adult Signature : No TE 2011 \* Residential Delivery:

New York, NY 10036, US

\*\*Rerouted shipment

Ship To

LAKEMOUNT J

DWAYNE FLOYD

13375 JONES ST STE A LAVONIA, GA 30553, US No

No No

No

\* Schedule Pickup: No

\* Pickup Date :

\* Direct Delivery Only:

\* Direct Signature : No

Service Type: 2nd Day Air Package Type: **EXPRESS BOX** 

Weight: 1.00 lbs

Insured Value: 318.00 USD

uthorizes filing of, and shall sign and Title to Merchandise proceeds shall ceived by Consignor in immediately he foregoing, the security interest that or other law, shall not supersede or affect or any other defect in any interests or ection 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 to pass title to Merchandise to Consignee r. 4) Reporting; Payment; Inspection. ast 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 indebtedness of Consignee to Consignor aw and equity, the absolute right to take signee's books and records at any time. est, security interest, lien, attachment or th 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 ity, obligation, claim, allegation, or on and/or (b) the acts or omissions of aployees, vendors or contractors. 7) Fees. with the enforcement of Consignor's ; Severability; Assignment; Counterparts. ist either party. This Agreement sets in writing signed by the party to be in hereof or exercise any rights invalid or unenforceable, such invalidity n of this Agreement and any such eement is not assignable by Consignee ctronic signature, each of which shall be OUT MERCHANDISE SHALL BE SOLD ON red are natural. However the diamonds hat any diamond in a lot of diamonds stamped on the .95 up, 0.75 or % = .70 up, .50 or % = .45e not responsible for the estimated or terms must be reported by Consignee

to SimplexDiam in writing within five (5) bays or knowledge of the same: 11) railure to make rayment, railure 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