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 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. 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 cost charged to Consignee for such Merchandise has been received 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 xport Administration RRD RF2 0323

Consignor's ownership of the Merchan obligations owing to Consignor, the ric to the Merchandise at all times and Co contesting, the validity, perfection, price connection herewith or contemplated I order, memo form, invoice, correspond under any circumstances unless and u Consignee shall provide Consignor wi shall list all sales, returns, and lost or after receipt or the Sales Report. Con such request or any termination, all N previously sold, lost or damaged, wit shall become immediately due and pa possession of and remove the Merch 5) Other Covenants; Representations other encumbrance (each a "Lien") in any such Lien. Consignee may sell th bulk or in any other manner, of any N money security interest or similar cor cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. CONSI IMPLIED WARRANTIES OF MERCHAN Consignor and its shareholders, dire expense (including, without limitatio Consignee or any of Consignee's affi Consignee shall pay all expenses inc rights and remedies with respect to The language used in this Agreemer forth the final and entire understand charged with such modification, wait hereunder shall not affect the right (or unenforceability shall attach only provision shall be construed and lim without the prior written approval o an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITEN are from multiple sources and have are found to be synthetic, SimplexD items/labels/tags/Invoices are in c up, .40 or 3/8 = .37 up, .33 or 1/3 =weights on closeout merchandise to SimplexDiam in writing within fiv amounts will result in a monthly late of Law; Jurisdiction. This Agreemer Consignee irrevocably submits to th objection to venue. Consignee waiv

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 5/26/2023

Tracking Number: 1Z0173YV0209187892

Confirmation Number: 1C3F0B73 Reference Number: 10027297

8430 BLUEBONNET BLVD

BATON ROUGE, LA 70810, US

Customer Reference Number: 10027297

United the property of the second	THE PART OF THE PA	A LE LE MAN
Ship From	* Saturday Pickup :	No
ALPA SHETH	* Saturday Delivery :	No
SDX	* COD Services :	No
50W 47TH STREET	* Adult Signature :	No
STE 2011	* Residential Delivery :	No
NEW YORK, NY 10036, US	* Schedule Pickup ;	No
**Rerouted shipment.	* Pickup Date :	Sec of
Ship To	arty at any time to require per se or exemises his symbol. If an	
ELLEN	* Direct Delivery Only :	No
HANNON GEMOLOGIST,	* Direct Signature	No

* Direct Signature : Service Type : 2nd Day Air Package Type : **EXPRESS BOX** Weight: 1.00 lbs Insured Value: 189.00 USD

Est. Ship & Ins Cost: \$15.55 Est. Optional Charges: \$2,15 Total Estimated Cost: \$17.70

ceeds. Nothing in this Agreement or any d to pass title to Merchandise to Consignee for. 4) Reporting; Payment; Inspection. ; last day of each calendar month (which lise sold, lost and damaged within 5 days ne Agreement at any time. In the event of 1erchandise not returned, whether ng indebtedness of Consignee to Consignor y law and equity, the absolute right to take onsignee's books and records at any time. erest, security interest, lien, attachment or such Lien, and will take all action to remove Agreement, no other sales of Merchandise, ird party on consignment, credit, purchase the parties hereto to be a contemporaneous orporation or limited liability company, as e of business is the location set forth in the E INCLUDING, WITHOUT LIMITATION, indemnify, defend and hold harmless ability, obligation, claim, allegation, or ation and/or (b) the acts or omissions of , employees, vendors or contractors. 7) Fees. ion with the enforcement of Consignor's liver; Severability; Assignment; Counterparts. gainst either party. This Agreement sets ept in writing signed by the party to be vision hereof or exercise any rights neld invalid or unenforceable, such invalidity vision of this Agreement and any such Agreement is not assignable by Consignee electronic signature, each of which shall be DSEOUT MERCHANDISE SHALL BE SOLD ON elivered are natural. However the diamonds ent that any diamond in a lot of diamonds ights stamped on the t = 0.95 up, 0.75 or % = 70 up, .50 or % = .45e are not responsible for the estimated price or terms must be reported by Consignee timely payment to SimplexDiam for any be charged under applicable law. 12) Choice ut reference to its rules as to conflicts of law). based on forum non conveniens or any other Agreement in any jurisdiction other than New

der or any other defect in any interests or nection herewith. Consignor shall have title

st granted to Consignor or granted in

e shall not contest, or assist any party in

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