TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, ewelry 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 shall 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 transactions hereunder shall constitute true consignments and not the purchase and sale of

agree that this Agreement creates a true merchandise. If, notwithstanding the provi Merchandise or proceeds other than as a Merchandise and all additions, replacement deliver to Consignor, such financing state immediately vest in and belong to Consic 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 Concontesting, the validity, perfection, priori 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 d after receipt or the Sales Report. Consi such request or any termination, all Me previously sold, lost or damaged, within shall become immediately due and pay possession of and remove the Mercha 5) Other Covenants; Representations. other encumbrance (each a "Lien") in c any such Lien. Consignee may sell the bulk or in any other manner, of any M money security interest or similar cond cash exchange and not the payment f applicable, duly organized under the preamble to this Agreement. CONSIC IMPLIED WARRANTIES OF MERCHANT Consignor and its shareholders, direct expense (including, without limitation Consignee or any of Consignee's affil 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, wair hereunder shall not affect the right of or unenforceability shall attach only provision shall be construed and lin without the prior written approval c an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITE! are from multiple sources and have

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/8/2023

Shin Even

Tracking Number: 1Z0173YV1325584278

Confirmation Number: 2A76BC4D Reference Number: 10027356

Customer Reference Number: 10027356

ALDA CUENT	* Saturday Pickup : No
ALPA SHETH	* Saturday Delivery : No
50W 47TH STREET STE 2011 NEW YORK, NY 10036, US **Rerouted shipment.	* COD Services: No  * Adult Signature: No  * Residential Delivery: No  * Schedule Pickup: No
Ship To	* Pickup Date :
WILLIAMBERG WILLIAMSBURGS J 2023 RICHMOND RD. SUITE E WILLIAMSBURG, VA 23185, US	* Direct Delivery Only: No  * Direct Signature: No  Service Type: Next Day Air Save Package Type: EXPRESS BOX Weight: 1.00 lbs  Insured Value: 2,500.00 USD
	Est. Ship & Ins Cost: \$21.65 Est. Optional Charges: \$2.43

lien on and security interest in the horizes filing of, and shall sign and Title to Merchandise proceeds shall sived by Consignor in immediately e foregoing, the security interest that ir other law, shall not supersede or affect or any other defect in any interests or ction 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 or. 4) Reporting; Payment; Inspection. ast day of each calendar month (which se sold, lost and damaged within 5 days Agreement at any time. In the event of erchandise not returned, whether gindebtedness of Consignee to Consignor law and equity, the absolute right to take nsignee's books and records at any time. rest, security interest, lien, attachment or uch Lien, and will take all action to remove agreement, no other sales of Merchandise, rd party on consignment, credit, purchase ne 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 tion 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 s Agreement is not assignable by Consignee r electronic signature, each of which shall be OSEOUT MERCHANDISE SHALL BE SOLD ON Jelivered are natural. However the diamonds vent that any diamond in a lot of diamonds eights stamped on the

e has any right, title or interest in the

items/labels/tags/Invoices are in caracts and are approximated up, 40 or 3/8 = 37 up, .33 or 1/3 = .29 up, .25 or 4 = .22 up, .20 or 1/5 = .18 up. Up to 8% less for other size ranges we are not responsible for the estimated weights on closeout merchandise – they are only our conservative estimates. Discrepancies found in weight, price count, price 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.

\$24.08

## BANK WIRING INSTRUCTIONS

are found to be synthetic, Simplex [

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