TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, lewelry 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 s 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 partic 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 received deliver to Consignor, such fire immediately vest in and be available funds. Consignee may be conveyed to Consig Consignor's ownership of th obligations owing to Consig to the Merchandise at all tin contesting, the validity, perfe connection herewith or conte order, memo form, invoice, co under any circumstances unle Consignee shall provide Cons shall list all sales, returns, and after receipt or the Sales Rep such request or any termination previously sold, lost or damac shall become immediately due possession of and remove the 5) Other Covenants; Represen other encumbrance (each a "Lie any such Lien. Consignee may bulk or in any other manner, of money security interest or simil cash exchange and not the pay applicable, duly organized unde preamble to this Agreement. C(IMPLIED WARRANTIES OF MERC Consignor and its shareholders, expense (including, without limit Consignee or any of Consignee's Consignee shall pay all expense: rights and remedies with respect The language used in this Agree forth the final and entire understa charged with such modification, w nereunder shall not affect the righ or unenforceability shall attach or provision shall be construed and I without the prior written approval an original and all of which taken AN AS IS. WHERE IS BASIS, ALL ITE are from multiple sources and have are found to be synthetic, Simplexl tems/labels/tags/Invoices are in up, .40 or 3/8 = .37 up, .33 or 1/3weights on closeout merchandise -

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/8/2023

Tracking Number: 1Z0173YV1302813143 Confirmation Number: 2EDE2C84

Reference Number: 10027433

Customer Reference Number: 10027433

No * Saturday Pickup : Ship From No * Saturday Delivery : ALPA SHETH No * COD Services : SDX No * Adult Signature: 50W 47TH STREET * Residential Delivery : No STE 2011 * Schedule Pickup : No NEW YORK, NY 10036, US * Pickup Date : **Rerouted shipment.

Ship To

JENIFER -

PERELMAM FAMILY J/KINGS J 2623 WILMINGTON RD # B

NEW CASTLE, PA 16105, US

* Direct Delivery Only: No

No * Direct Signature :

Next Day Air Saver Service Type: EXPRESS BOX Package Type:

1.00 lbs Weight:

Insured Value: 2,500.00 USD

\$21.65 Est. Ship & Ins Cost: \$2.43

Est. Optional Charges: \$24.08 Total Estimated Cost:

Consignee authorizes filing of, and shall sign and time to time. Title to Merchandise proceeds shall has been received by Consignor in immediately thstanding the foregoing, the security interest that ercial Code or other law, shall not supersede or affect s hereunder or any other defect in any interests or ons in connection herewith. Consignor shall have title Consignee shall not contest, or assist any party in ny interest granted to Consignor or granted in se or proceeds. Nothing in this Agreement or any e deemed to pass title to Merchandise to Consignee ee therefor. 4) Reporting; Payment; Inspection. after the last day of each calendar month (which lerchandise sold, lost and damaged within 5 days ninate the Agreement at any time. In the event of for all Merchandise not returned, whether :standing indebtedness of Consignee to Consignor rided by law and equity, the absolute right to take e and Consignee's books and records at any time. an interest, security interest, lien, attachment or e any such Lien, and will take all action to remove n this Agreement, no other sales of Merchandise, any third party on consignment, credit, purchase d by the parties hereto to be a contemporaneous is a corporation or limited liability company, as I place of business is the location set forth in the INDISE INCLUDING, WITHOUT LIMITATION, will indemnify, defend and hold harmless ts, liability, obligation, claim, allegation, or bligation and/or (b) the acts or omissions of ives, employees, vendors or contractors. 7) Fees. nection with the enforcement of Consignor's Waiver; Severability; Assignment; Counterparts. d against either party. This Agreement sets except in writing signed by the party to be rovision hereof or exercise any rights e held invalid or unenforceable, such invalidity rovision of this Agreement and any such nis Agreement is not assignable by Consignee or electronic signature, each of which shall be LOSEOUT MERCHANDISE SHALL BE SOLD ON delivered are natural. However the diamonds vent that any diamond in a lot of diamonds eights stamped on the ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 le are not responsible for the estimated price or terms must be reported by Consignee

to SimplexDiam in writing within fiv 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