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 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 part agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute signments and not the purchase and sale of t Consignee has any right, title or interest in the merchandise. If, notwithstanding the provisions of this Agreement, a court of competent Merchandise or proceeds other than as a consignee, Consignor shall have d continuing lien on and security interest in the signee authorizes filing of, and shall sign and Merchandise and all additions, replacements, proceeds as to time. Title to Merchandise proceeds shall deliver to Consignor, such financing statems immediately vest in and belong EZEG ZANG been received by Consignor in immediately anding the foregoing, the security interest that available funds. Consignee sh al Code or other law, shall not supersede or affect may be conveyed to Consignol Shipment Details - Confidential Information. Not For UPS Consignor's ownership of the N eunder or any other defect in any interests or connection herewith. Consignor shall have title obligations owing to Consignor, ignee shall not contest, or assist any party in to the Merchandise at all times erest granted to Consignor or granted in contesting, the validity, perfection proceeds. Nothing in this Agreement or any connection herewith or contempla Transaction Date: 6/7/2023 ned to pass title to Merchandise to Consignee order, memo form, invoice, correst Tracking Number: 1Z0173YV0212414602 refor. 4) Reporting; Payment; Inspection. under any circumstances unless an ne last day of each calendar month (which Consignee shall provide Consignor Confirmation Number: 0B87AEC2 dise sold, lost and damaged within 5 days shall list all sales, returns, and lost Reference Number: INV#10027469 ne Agreement at any time. In the event of after receipt or the Sales Report. Co erchandise not returned, whether such request or any termination, all I Customer Reference Number: g indebtedness of Consignee to Consignor previously sold, lost or damaged, wit law and equity, the absolute right to take shall become immediately due and pa NO * Saturday Pickup: possession of and remove the Mercha signee's books and records at any time. NO 5) Other Covenants; Representations. st, security interest, lien, attachment or * Saturday Delivery : Lien, and will take all action to remove other encumbrance (each a "Lien") in or Ship From NO COD Services: ement, no other sales of Merchandise, any such Lien. Consignee may sell the N YATI LEI OO NO arty on consignment, credit, purchase bulk or in any other manner, of any Merc * Adult Signature : SIMPLEXDIAM, INC. money security interest or similar condition arties hereto to be a contemporaneous 50 WEST 47TH STREET, SUI NO * Residential Delivery ation or limited liability company, as cash exchange and not the payment for a isiness is the location set forth in the applicable, duly organized under the laws * Schedule Pickup: IDING, WITHOUT LIMITATION, preamble to this Agreement, CONSIGNOR TE 2011 ify, defend and hold harmless IMPLIED WARRANTIES OF MERCHANTABILI New York, NY 10036, US * Pickup Date: bligation, claim, allegation, or Consignor and its shareholders, directors, o **Rerouted shipment. expense (including, without limitation, legal' I/or (b) the acts or omissions of * Direct Delivery Only: es, vendors or contractors. 7) Fees Consignee or any of Consignee's affiliates, d ne enforcement of Consignor's RANDALL A. PEDERSEN, OWN Consignee shall pay all expenses including, w * Direct Signature: Ship To rights and remedies with respect to the Merch ability; Assignment; Counterparts 2nd Day Air r party. This Agreement sets The language used in this Agreement is chose Service Type: EXPRESS BOX g signed by the party to be forth the final and entire understanding with re Package Type: charged with such modification, waiver or amer or exercise any rights ER 1.00 lbs D CENTER unenforceable, such invalidity hereunder shall not affect the right of such party Insured Value: 879.00 USD 221 MAIN STREET Weight: Agreement and any such or unenforceability shall attach only to such prov WAYNE, NE 68787, US not assignable by Consignee provision shall be construed and limited to the ex ature, each of which shall be without the prior written approval of Consignor. ANDISE SHALL BE SOLD ON an original and all of which taken together shall co AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE ural. However the diamonds nond in a lot of diamonds are from multiple sources and have not been tested are found to be synthetic, SimplexDiam may cancel tems/labels/tags/Invoices are in carats and are an rct = 0.95 up, 0.75 or % = .70 up, .50 or % = .45er size ranges. We are not responsible for the estimated up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or ¼ weights on closeout merchandise - they are only our rues found in weight, price count, price or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of know ... 1) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amounts will result in a monthly late payment interest 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

Nalley 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