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 Consignoe'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 los 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 partie 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 on for such Merchandise has been received by Consignor in immediately

immediately vest in and belong to Conavailable funds. Consignee shall keep may be conveyed to Consignor or whice 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 p 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 limitatic Consignee or any of Consignee's aff Consignee shall pay all expenses in rights and remedies with respect to The language used in this Agreeme forth the final and entire understan charged with such modification, wa hereunder shall not affect the right or unenforceability shall attach only provision shall be construed and lir without the prior written approval an original and all of which taken t AN AS IS. WHERE IS BASIS, ALL ITE are from multiple sources and have are found to be synthetic, Simplex(tems/labels/tags/Invoices are in up, .40 or 3/8 = .37 up, .33 or 1/3 weights on closeout merchandise to SimplexDiam in writing within fi amounts will result in a monthly la

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/20/2023

Tracking Number: 1Z0173YV0219813641

Confirmation Number: 2096AE6E Reference Number: 10027554/REPAIR

Customer Reference Number: 10027554/REPAIR

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: Ship To

PHAEDRA RAYNER LILLY BARRACK - PASEO 8000 PASEO DEL NORTE

C - 2

ALBUQUERQUE, NM 87122, US

* Direct Delivery Only: * Direct Signature : No

Service Type: 2nd Day Air Package Type:

EXPRESS BOX Weight: 1.00 lbs

Insured Value: 349.00 USD

Est. Ship & Ins Cost: \$16.28 Est. Optional Charges: \$2.14

Total Estimated Cost:

of Law; Jurisdiction. This Agreement shall be governed by and construct under

Agreement, no other sales of Merchandise, nird party on consignment, credit, purchase the parties hereto to be a contemporaneous orporation or limited liability company, as ce of business is the location set forth in the SE INCLUDING, WITHOUT LIMITATION, indemnify, defend and hold harmless ability, obligation, claim, allegation, or jotion and/or (b) the acts or omissions of s, employees, vendors or contractors. 7) Fees. tion with the enforcement of Consignor's aiver; Severability; Assignment; Counterparts gainst either party. This Agreement sets cept in writing signed by the party to be vision hereof or exercise any rights held invalid or unenforceable, such invalidity vision of this Agreement and any such s Agreement is not assignable by Consignee ir 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 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = 70 up, .50 or $\frac{1}{2}$ = .45 Ve 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 out reference to its rules as to conflicts of law).

the foregoing, the security interest that

ir or any other defect in any interests or ection herewith. Consignor shall have title

e shall not contest, or assist any party in

d to pass title to Merchandise to Consignee

it granted to Consignor or granted in ceeds. Nothing in this Agreement or any

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

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

1erchandise not returned, whether

or other law, shall not supersede or affect

Consignee irrevocably submits to the exclusive jurisdiction of the forum of Simplex Diam'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