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 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 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

deliver to Consignor, such financing statements and other a immediately vest in and belor available funds. Consignee sl may be conveyed to Consigno Consignor's ownership of the I obligations owing to Consigno to the Merchandise at all times contesting, the validity, perfect connection herewith or contemp order, memo form, invoice, corre under any circumstances unless Consignee shall provide Consign shall list all sales, returns, and le after receipt or the Sales Report such request or any termination, previously sold, lost or damaged shall become immediately due a possession of and remove the M 5) Other Covenants; Representat other encumbrance (each a "Lien" any such Lien. Consignee may sel bulk or in any other manner, of an money security interest or similar cash exchange and not the payme applicable, duly organized under th preamble to this Agreement. CONS Consignor and its shareholders, dire expense (including, without limitatic Consignee or any of Consignee's aff Consignee shall pay all expenses inc rights and remedies with respect to The language used in this Agreemen forth the final and entire understandi charged with such modification, waive hereunder shall not affect the right of or unenforceability shall attach only to provision shall be construed and limite without the prior written approval of 0 an original and all of which taken toge AN AS IS, WHERE IS BASIS. ALL ITEMS I are from multiple sources and have not are found to be synthetic, SimplexDiam tems/labels/tags/Invoices are in cara up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 weights on closeout merchandise - they to SimplexDiam in writing within five (5) amounts will result in a monthly late pay

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/26/2023

Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds.

Tracking Number: 1Z0173YV0222992648

Confirmation Number: 6FC9BB5D

Reference Number: 10027565

Customer Reference Number: 10027565

No * Saturday Pickup : Ship From * Saturday Delivery: No ALPA SHETH No * COD Services: SDX NO * Adult Signature : 50W 47TH STREET No * Residential Delivery : STE 2011 * Schedule Pickup :

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

DALE -

KEN K THOMPSON J

1080 PAUL BUNYAN DR NW

BEMIDJI, MN 56601, US

* Direct Delivery Only: No

* Pickup Date:

* Direct Signature : 2nd Day Air

Service Type: EXPRESS BOX

Package Type: 1.00 lbs

Weight:

Insured Value: 289.00 USD \$15.73

Est. Ship & Ins Cost: \$2.19 Est. Optional Charges:

\$17.92 Total Estimated Cost:

randre to make timely payment to SimplexDiam for any

e to time. Title to Merchandise proceeds shall 3 been received by Consignor in immediately tanding the foregoing, the security interest that cial Code or other law, shall not supersede or affect ereunder or any other defect in any interests or ; in connection herewith. Consignor shall have title onsignee shall not contest, or assist any party in interest granted to Consignor or granted in or proceeds. Nothing in this Agreement or any leemed to pass title to Merchandise to Consignee therefor. 4) Reporting; Payment; Inspection. er the last day of each calendar month (which chandise sold, lost and damaged within 5 days ate the Agreement at any time. In the event of all Merchandise not returned, whether anding indebtedness of Consignee to Consignor ed by law and equity, the absolute right to take nd Consignee's books and records at any time. interest, security interest, lien, attachment or ny such Lien, and will take all action to remove nis Agreement, no other sales of Merchandise, y third party on consignment, credit, purchase by the parties hereto to be a contemporaneous a corporation or limited liability company, as 'ace of business is the location set forth in the ISE INCLUDING, WITHOUT LIMITATION, Il indemnify, defend and hold harmless iability, obligation, claim, allegation, or oution and/or (b) the acts or omissions of s, employees, vendors or contractors. 7) Fees. tion with the enforcement of Consignor's iver; Severability; Assignment; Counterparts. jainst either party. This Agreement sets ept in writing signed by the party to be sion hereof or exercise any rights eld invalid or unenforceable, such invalidity sion of this Agreement and any such greement is not assignable by Consignee lectronic signature, each of which shall be OUT MERCHANDISE SHALL BE SOLD ON rered are natural. However the diamonds that any diamond in a lot of diamonds s stamped on the 0.95 up, 0.75 or % = .70 up, .50 or % = .45e not responsible for the estimated

or terms must be reported by Consignee

nsignee authorizes filing of, and shall sign and

Choice 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

