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 paragree 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 and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filling of, and shall sign and deliver to Consignor, such financing statements and other documents as Consignor may reasonably request from time to time

available funds. Consignee shall keep all M may be conveyed to Consignor or which Cor Consignor's ownership of the Merchandise. obligations owing to Consignor, the rights a to the Merchandise at all times and Consign contesting, the validity, perfection, priority of connection herewith or contemplated hereb order, memo form, invoice, correspondence, under any circumstances unless and until Co Consignee shall provide Consignor with mor shall list all sales, returns, and lost or dama after receipt or the Sales Report. Consignor such request or any termination, all Merchal previously sold, lost or damaged, within 5 b shall become immediately due and payable possession of and remove the Merchandise 5) Other Covenants; Representations. Cons other encumbrance (each a "Lien") in or on a any such Lien. Consignee may sell the Merc bulk or in any other manner, of any Merchar money security interest or similar conditions cash exchange and not the payment for an a applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR N IMPLIED WARRANTIES OF MERCHANTABILIT Consignor and its shareholders, directors, of expense (including, without limitation, legal' Consignee or any of Consignee's affiliates, d Consignee shall pay all expenses including, v rights and remedies with respect to the Mer The language used in this Agreement is chos forth the final and entire understanding with charged with such modification, waiver or an hereunder shall not affect the right of such p or unenforceability shall attach only to such p provision shall be construed and limited to the without the prior written approval of Consign an original and all of which taken together sl AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RE are from multiple sources and have not been are found to be synthetic, SimplexDiam may tems/labels/tags/Invoices are in carats and up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .2 weights on closeout merchandise - they are to SimplexDiam in writing within five (5) day amounts will result in a monthly late payment of Law; Jurisdiction. This Agreement shall be

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Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/26/2023

BRD R 1022

Tracking Number: 1Z0173YV0230846031

Confirmation Number : FB876D1E Reference Number : INV#10027573

Customer Reference Number:

THE RESERVED FOR THE SALVED BY A SALVED ST	Martin and a state of the state of the	nt kodi oo
Ship From	* Saturday Pickup :	No
ALPA SHETH	* Saturday Delivery :	No
SIMPLEXDIAM, INC.	* COD Services :	No
50 WEST 47TH STREET, SUI	* Adult Signature :	No
TE 2011	* Residential Delivery :	No
New York, NY 10036, US	* Schedule Pickup :	No
**Rerouted shipment.	* Pickup Date :	
Ship To		
MICHAEL BROWN	* Direct Delivery Only:	No
M. S. BROWN	* Direct Signature :	No
3304 PACIFIC AVENUE	Service Type: 2nd Day Air	
WILDWOOD, NJ 08260, US	Package Type: EXPR	ESS BOX

Weight:

1.00 lbs

Insured Value: 463.00 USD

pregoing, the security interest that ther law, shall not supersede or affect any other defect in any interests or n herewith. Consignor shall have title Il not contest, or assist any party in nted to Consignor or granted in . Nothing in this Agreement or any ass title to Merchandise to Consignee Reporting; Payment; Inspection. Jay of each calendar month (which ld, lost and damaged within 5 days eement at any time. In the event of ndise not returned, whether btedness of Consignee to Consignor and equity, the absolute right to take ee's books and records at any time. ecurity interest, lien, attachment or an, and will take all action to remove nent, no other sales of Merchandise, ty on consignment, credit, purchase ties hereto to be a contemporaneous ion or limited liability company, as siness is the location set forth in the DING, WITHOUT LIMITATION, ify, defend and hold harmless obligation, claim, allegation, or d/or (b) the acts or omissions of rees, vendors or contractors. 7) Fees. the enforcement of Consignor's rerability; Assignment; Counterparts. ther party. This Agreement sets riting signed by the party to be reof or exercise any rights lid or unenforceable, such invalidity this Agreement and any such ent is not assignable by Consignee ic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON are natural. However the diamonds iny diamond in a lot of diamonds nped on the $_{1}$ p, 0.75 or $_{4}$ = .70 up, .50 or $_{2}$ = .45 responsible for the estimated rms must be reported by Consignee

yment to SimplexDiam for any

ed under applicable law. 12) Choice

ice 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