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 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 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 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 stater Title to Merchandise proceeds shall immediately vest in and belong to Consig ived by Consignor in immediately available funds. Consignee shall keep all e foregoing, the security interest that may be conveyed to Consignor or which C other law, shall not supersede or affect Consignor's ownership of the Merchandis r any other defect in any interests or obligations owing to Consignor, the right tion herewith. Consignor shall have title to the Merchandise at all times and Cons hall not contest, or assist any party in contesting, the validity, perfection, priorit granted to Consignor or granted in connection herewith or contemplated her eds. Nothing in this Agreement or any order, memo form, invoice, corresponden pass title to Merchandise to Consignee under any circumstances unless and until . 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with st day of each calendar month (which shall list all sales, returns, and lost or da e sold, lost and damaged within 5 days after receipt or the Sales Report. Consig Agreement at any time. In the event of such request or any termination, all Mer chandise not returned, whether previously sold, lost or damaged, within ndebtedness of Consignee to Consignor shall become immediately due and paya w and equity, the absolute right to take possession of and remove the Merchan signee's books and records at any time. 5) Other Covenants; Representations. C st, security interest, lien, attachment or other encumbrance (each a "Lien") in or h Lien, and will take all action to remove any such Lien. Consignee may sell the M reement, no other sales of Merchandise, bulk or in any other manner, of any Mer party on consignment, credit, purchase money security interest or similar condit parties hereto to be a contemporaneous cash exchange and not the payment for oration or limited liability company, as applicable, duly organized under the la f business is the location set forth in the preamble to this Agreement. CONSIGN NCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTA demnify, defend and hold harmless Consignor and its shareholders, directo lity, obligation, claim, allegation, or expense (including, without limitation, l on and/or (b) the acts or omissions of Consignee or any of Consignee's affilia mployees, vendors or contractors. 7) Fees. Consignee shall pay all expenses inclu n with the enforcement of Consignor's rights and remedies with respect to the er; Severability; Assignment; Counterparts. The language used in this Agreement i inst either party. This Agreement sets forth the final and entire understandin t in writing signed by the party to be charged with such modification, waiver ion hereof or exercise any rights hereunder shall not affect the right of s d invalid or unenforceable, such invalidity or unenforceability shall attach only to ion of this Agreement and any such provision shall be construed and limite greement is not assignable by Consignee without the prior written approval of C lectronic signature, each of which shall be an original and all of which taken toge EOUT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEMS vered are natural. However the diamonds are from multiple sources and have no t that any diamond in a lot of diamonds are found to be synthetic, SimplexDiar its stamped on the items/labels/tags/Invoices are in car 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .2 are not responsible for the estimated weights on closeout merchandise – th ce or terms must be reported by Consignee to SimplexDiam in writing within five (5 nely 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.

**Shipment Details - Confidential Information. Not For UPS**

Transaction Date : 6/28/2023
Tracking Number : 1Z0173YV0226001317
Confirmation Number : 41644426
Reference Number : INV#10027576
Customer Reference Number :

**Ship From**
YATI LEI OO
SIMPLEXDIAM, INC.
50 WEST 47TH STREET, SUI
TE 2011
New York, NY 10036, US

****Rerouted shipment.**
**Ship To**
LILLY BARRACK LTD
4022 RIO GRANDE NW
ALBUQUERQUE, NM 87107, US

| | |
|---|---|
| * Saturday Pickup : | No |
| * Saturday Delivery : | No |
| * COD Services : | No |
| * Adult Signature : | No |
| * Residential Delivery : | No |
| * Schedule Pickup : | No |
| * Pickup Date : | |
| * Direct Delivery Only : | No |
| * Direct Signature : | No |
| Service Type : | 2nd Day Air |
| Package Type : | EXPRESS BOX |
| Weight : | 1.00 lbs |
| **Insured Value :** | **0.00 USD** |

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**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