

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 shall 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 statements and other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the ownership by Consignor of the Merchandise or any interest granted to Consignor or granted in connection herewith or contemplated hereby in favor of Consignor or its designee(s) with respect to the Merchandise or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or other document, communication, act, omission or circumstance shall be deemed to pass title to Merchandise to Consignee under any circumstances unless and until Consignor has actually received full and irrevocable payment from Consignee therefor. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with monthly sales reports (the "Sales Reports") to be delivered within 10 days after the last day of each calendar month (which shall list all sales, returns, and lost or damaged Merchandise). Consignee will remit payment to Consignor for the Merchandise sold, lost and damaged within 5 days after receipt of the Sales Report. Consignor may require Consignee to return any or all items of Merchandise or terminate the Agreement at any time. In the event of such request or any termination, all Merchandise shall be returned to Consignor and Consignee shall pay Consignor for all Merchandise not returned, whether previously sold, lost or damaged, within 5 business days. In the event of a breach of Consignee's obligations, all outstanding indebtedness of Consignee to Consignor shall become immediately due and payable. Consignor shall have, in addition to any other rights and remedies provided by law and equity, the absolute right to take possession of and remove the Merchandise without bond or process of law. Consignor may inspect the Merchandise and Consignee's books and records at any time. 5) Other Covenants; Representations. Consignee will not permit any person or entity (other than Consignor) to have an interest, security interest, lien, attachment or other encumbrance (each a "Lien") in or on any of the Merchandise or any proceeds therefrom, will not grant or create any such Lien, and will take all action to remove any such Lien. Consignee may sell the Merchandise only in the ordinary course of its business. Except as permitted in this Agreement, no other sales of Merchandise, bulk or in any other manner, of any Merchandise shall be permitted. Consignee shall not deliver any Merchandise to any third party on consignment, credit, purchase money security interest or similar conditions. Any payment for Merchandise by Consignee is hereby expressly deemed by the parties hereto to be a contemporaneous cash exchange and not the payment for an antecedent debt. Consignee represents and warrants to Consignor that it is a corporation or limited liability company, as applicable, duly organized under the laws of the jurisdiction of its formation, in good standing therein, and its principal place of business is the location set forth in the preamble to this Agreement. CONSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 6) Indemnification. Consignee will indemnify, defend and hold harmless Consignor and its shareholders, directors, officers, employees, representatives and agents from any loss, damage, costs, liability, obligation, claim, allegation, or expense (including, without limitation, legal fees and disbursements) in connection with (a) a breach of a Consignee obligation and/or (b) the acts or omissions of Consignee or any of Consignee's affiliates, directors, members, shareholders, managers, partners, officers, representatives, employees, vendors or contractors. 7) Fees. Consignee shall pay all expenses including, without limitation, legal fees and disbursements incurred or suffered in connection with the enforcement of Consignor's rights and remedies with

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PROCEEDING RELATING

BANK WIRING INST

Valley National Ban
Tel: 312-419-4115
Account Number: 8
Routing Number: 02
SWIFT Code: LUMIB

OLDSPAR, FL 34677, US

AUGUST STEPHENSON

3670 TAMPA ROAD

SHIP TO

STEPHEN A. PRATTEN, PART

NER

NEW YORK, NY 10036, US

TE 2011

50 WEST 47TH STREET, SUIT

SIMPLEXDIAM, INC.

YATT LEI OO

SHIP FROM

Customer Reference Number :

Reference Number : INV#10027633

Confirmation Number : F219B78B

Tracking Number : 1Z0173V0229135909

Transaction Date : 7/18/2023

Shipment Details - Confidential Information. Not For UPS

* 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 :	1,249.00 USD

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Consignee represents and warrants to Consignor that it is a corporation or limited liability company, as applicable, duly organized under the laws of the jurisdiction of its formation, in good standing therein, and its principal place of business is the location set forth in the preamble to this Agreement. CONSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 6) Indemnification. Consignee will indemnify, defend and hold harmless Consignor and its shareholders, directors, officers, employees, representatives and agents from any loss, damage, costs, liability, obligation, claim, allegation, or expense (including, without limitation, legal fees and disbursements) in connection with (a) a breach of a Consignee obligation and/or (b) the acts or omissions of Consignee or any of Consignee's affiliates, directors, members, shareholders, managers, partners, officers, representatives, employees, vendors or contractors. 7) Fees. Consignee shall pay all expenses including, without limitation, legal fees and disbursements incurred or suffered in connection with the enforcement of Consignor's rights and remedies with

