TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, lewelry 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 par agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of

The EVERSE regarding UPS Terms, and makes oil immittation oil hability. Where allowed by law, shipper authorities UPS in a condistone with the Export Amministration of the Commission of the Co Merchandise or proceeds other than as a consignee Con-Merchandise and all additions, rer deliver to Consignor, such financin immediately vest in and belong to available funds. Consignee shall k may be conveyed to Consignor or \ Consignor's ownership of the Merc obligations owing to Consignor, the to the Merchandise at all times and contesting, the validity, perfection, p connection herewith or contemplated order, memo form, invoice, correspoi under any circumstances unless and Consignee shall provide Consignor w shall list all sales, returns, and lost or after receipt or the Sales Report, Cor such request or any termination, all N previously sold, lost or damaged, with shall become immediately due and pa possession of and remove the Mercha 5) Other Covenants; Representations. other encumbrance (each a "Lien") in o any such Lien. Consignee may sell the bulk or in any other manner, of any Mei money security interest or similar condit cash exchange and not the payment for applicable, duly organized under the lav preamble to this Agreement. CONSIGN(MPLIED WARRANTIES OF MERCHANTAB Consignor and its shareholders, directors expense (including, without limitation, lec Consignee or any of Consignee's affiliates Consignee shall pay all expenses including rights and remedies with respect to the M The language used in this Agreement is ch forth the final and entire understanding w charged with such modification, waiver or a hereunder shall not affect the right of such or unenforceability shall attach only to such provision shall be construed and limited to without the prior written approval of Consid an original and all of which taken together s AN AS IS, WHERE IS BASIS. ALL ITEMS FOR A are from multiple sources and have not been are found to be synthetic, SimplexDiam may items/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 c

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 7/31/2023

merchandise. If, notwithstanding the provisions of this Agreement, a court of competent in

Tracking Number: 1Z0173YV0219384838

Confirmation Number: 64F183A9 Reference Number: INV#10027724

Customer Reference Number:

Ship From

YATI LEI 00

SIMPLEXDIAM, INC. 50 WEST 47TH STREET, SUI

TE 2011

New York, NY 10036, US **Rerouted shipment.

Ship To

JESSE MINOR

PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

MINOR J

2611 12TH AVE SOUTH NASHVILLE, TN 37204, US * Saturday Pickup:

No * Saturday Delivery:

No

No * COD Services : No

* Adult Signature :

* Residential Delivery: No No

* Schedule Pickup :

* Pickup Date :

* Direct Delivery Only:

No * Direct Signature :

2nd Day Air Service Type: EXPRESS BOX

Package Type: 1.00 lbs Weight:

Insured Value: 20.00 USD

nsignee has any right, title or interest in the ntinuing lien on and security interest in the nee authorizes filing of, and shall sign and time. Title to Merchandise proceeds shall en received by Consignor in immediately ling the foregoing, the security interest that ode or other law, shall not supersede or affect nder or any other defect in any interests or onnection herewith. Consignor shall have title nee shall not contest, or assist any party in est granted to Consignor or granted in oceeds. Nothing in this Agreement or any ed to pass title to Merchandise to Consignee efor. 4) Reporting; Payment; Inspection. e last day of each calendar month (which dise sold, lost and damaged within 5 days ne Agreement at any time. In the event of erchandise not returned, whether g indebtedness of Consignee to Consignor law and equity, the absolute right to take nsignee's books and records at any time. est, security interest, lien, attachment or ch Lien, and will take all action to remove reement, no other sales of Merchandise, I party on consignment, credit, purchase parties hereto to be a contemporaneous oration or limited liability company, as f business is the location set forth in the ICLUDING, WITHOUT LIMITATION, emnify, defend and hold harmless y, obligation, claim, allegation, or and/or (b) the acts or omissions of loyees, vendors or contractors. 7) Fees. ith the enforcement of Consignor's Severability; Assignment; Counterparts. either party. This Agreement sets writing signed by the party to be nereof or exercise any rights alid or unenforceable, such invalidity f this Agreement and any such nent is not assignable by Consignee nic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON ore natural. However the diamonds any diamond in a lot of diamonds nped on the

up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45

other size ranges. We are not responsible for the estimated

price or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to make timely 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

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