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 parti 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 ma Consignor's ownership of the Merchandise. Notwiths obligations owing to Consignor, the rights and priority to the Merchandise at all times and Consignor may a contesting, the validity, perfection, priority or enforce: connection herewith or contemplated hereby in favor order, memo form, invoice, correspondence, or other (under any circumstances unless and until Consignor h Consignee shall provide Consignor with monthly sale shall list all sales, returns, and lost or damaged Merc after receipt or the Sales Report. Consignor may req such request or any termination, all Merchandise sha previously sold, lost or damaged, within 5 business shall become immediately due and payable. Consig possession of and remove the Merchandise without 5) Other Covenants; Representations. Consignee wi other encumbrance (each a "Lien") in or on any of th any such Lien. Consignee may sell the Merchandise bulk or in any other manner, of any Merchandise sh money security interest or similar conditions. Any p cash exchange and not the payment for an anteced applicable, duly organized under the laws of the jur preamble to this Agreement. CONSIGNOR MAKES I IMPLIED WARRANTIES OF MERCHANTABILITY OR FI Consignor and its shareholders, directors, officers, expense (including, without limitation, legal' fees a Consignee or any of Consignee's affiliates, directors Consignee shall pay all expenses including, without rights and remedies with respect to the Merchandi The language used in this Agreement is chosen by forth the final and entire understanding with respe charged with such modification, waiver or amendm hereunder shall not affect the right of such party a or unenforceability shall attach only to such provisi provision shall be construed and limited to the ext without the prior written approval of Consignor. T an original and all of which taken together shall co AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE are from multiple sources and have not been teste are found to be synthetic, SimplexDiam may cance items/labels/tags/Invoices are in carats and are up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or weights on closeout merchandise - they are only to SimplexDiam in writing within five (5) days of amounts will result in a monthly late payment inte of Law; Jurisdiction. This Agreement shall be gov Consignee irrevocably submits to the exclusive jur objection to venue. Consignee waives its right to bring

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 8/4/2023

Tracking Number: 1Z0173YV0232176654

Confirmation Number: 3BF479B4 Reference Number: 10027749

Customer Reference Number: 10027749

Ship From

ALPA SHETH

SDX

50W 47TH STREET

STE 2011

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

SHELLY BERMONT SHELLY BERMONT INC.

32 MARKET PLACE

SUITE#2

BIG SKY, MT 59716, US

* Saturday Pickup :

* Saturday Delivery:

No No

* COD Services:

No No

* Adult Signature: * Residential Delivery : * Schedule Pickup:

No 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: 779.00 USD

Est. Ship & Ins Cost:

\$17.15

Est. Optional Charges:

\$2.43

Total Estimated Cost: of liability. Where allowed by law, shipper authorizes UPS to act as immodities, technology or software were exported from the US in ac

\$19.58

ding agent for export contact ce with the Export Administration RRD RF2 1222 ny 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

est, or assist any party in nsignor or granted in in this Agreement or any o Merchandise to Consignee g; Payment; Inspection. :h calendar month (which nd damaged within 5 days t any time. In the event of returned, whether s of Consignee to Consignor y, the absolute right to take ks and records at any time. iterest, lien, attachment or Jill take all action to remove other sales of Merchandise, isignment, credit, purchase to to be a contemporaneous nited liability company, as the location set forth in the /ITHOUT LIMITATION, end and hold harmless n, claim, allegation, or) the acts or omissions of ndors or contractors. 7) Fees. orcement of Consignor's y; Assignment; Counterparts. rty. This Agreement sets gned by the party to be exercise any rights nenforceable, such invalidity eement and any such ot assignable by Consignee ature, each of which shall be ANDISE SHALL BE SOLD ON ural. However the diamonds mond in a lot of diamonds or $\frac{3}{4} = .70 \text{ up}$, .50 or $\frac{1}{2} = .45$ isible for the estimated ist be reported by Consignee to SimplexDiam for any er applicable law. 12) Choice s rules as to conflicts of law).

non conveniens or any other

norsial Code or other law, shall not supersede or affect

defect in any interests or

n. Consignor shall have title