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 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 so 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 particle 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 and affirst priority and continuing lien on and security interest in the

deliver to Consignor, such financing statements ? immediately vest in and belong to Consignor up available funds. Consignee shall keep all Mercl may be conveyed to Consignor or which Consign Consignor's ownership of the Merchandise. Not obligations owing to Consignor, the rights and p to the Merchandise at all times and Consignor m contesting, the validity, perfection, priority or enf connection herewith or contemplated hereby in f order, memo form, invoice, correspondence, or ot under any circumstances unless and until Consign Consignee shall provide Consignor with monthly shall list all sales, returns, and lost or damaged N after receipt or the Sales Report. Consignor may such request or any termination, all Merchandise previously sold, lost or damaged, within 5 busine shall become immediately due and payable. Cons possession of and remove the Merchandise without 5) Other Covenants; Representations. Consignee other encumbrance (each a "Lien") in or on any of any such Lien. Consignee may sell the Merchandis bulk or in any other manner, of any Merchandise s money security interest or similar conditions. Any i cash exchange and not the payment for an anteced applicable, duly organized under the laws of the ju preamble to this Agreement. CONSIGNOR MAKES IMPLIED WARRANTIES OF MERCHANTABILITY OR FI Consignor and its shareholders, directors, officers, ϵ expense (including, without limitation, legal' fees ar Consignee or any of Consignee's affiliates, directors Consignee shall pay all expenses including, without rights and remedies with respect to the Merchandis The language used in this Agreement is chosen by t forth the final and entire understanding with respect charged with such modification, waiver or amendme hereunder shall not affect the right of such party at a or unenforceability shall attach only to such provisior provision shall be construed and limited to the exten without the prior written approval of Consignor. This an original and all of which taken together shall cons AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE O are from multiple sources and have not been tested. are found to be synthetic, SimplexDiam may cancel the items/labels/tags/Invoices are in carats and are app up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or ¼ = weights on closeout merchandise – they are only our c to SimplexDiam in writing within five (5) days of know

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 8/8/2023

Tracking Number: 1Z0173YV0220574399

Confirmation Number : 66A0DB9A Reference Number : INV#10027825

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

SHON (FRDM)

WINDSOR F. J (SHON FRDM)

2635 WASHINGTON ROAD AUGUSTA, GA 30904, US * Schedule Pickup :

* Pickup Date :

* Residential Delivery:

* Saturday Pickup:

* COD Services :

* Adult Signature :

* Saturday Delivery:

* Direct Delivery Only : No

* Direct Signature : No

Service Type : 2nd Day Air
Package Type : EXPRESS BOX

No

No

No

No

No

No

Weight: 1.00 lbs

Insured Value: 669.00 USD

on and secting interest in the sign and half secting filing of, and shall sign and herchandise proceeds shall by Consignor in immediately going, the security interest that law, shall not supersede or affect other defect in any interests or rewith. Consignor shall have title t contest, or assist any party in to Consignor or granted in thing in this Agreement or any itle to Merchandise to Consignee orting; Payment; Inspection, feach calendar month (which st and damaged within 5 days and tat any time. In the event of not returned whether

not returned, whether ness of Consignee to Consignor quity, the absolute right to take looks and records at any time. y interest, lien, attachment or d will take all action to remove o other sales of Merchandise, consignment, credit, purchase reto to be a contemporaneous limited liability company, as is the location set forth in the WITHOUT LIMITATION, end and hold harmless on, claim, allegation, or b) the acts or omissions of endors or contractors. 7) Fees.

forcement of Consignor's

Y: Assignment; Counterparts.

Ty. This Agreement sets gned by the party to be exercise any rights enforceable, such invalidity eement and any such it assignable by Consignee

t assignable by consignee cure, each of which shall be NDISE SHALL BE SOLD ON ral. However the diamonds ond in a lot of diamonds the

or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 ble for the estimated at be reported by Consignee

to SimplexDiam in writing within five (5) days of know 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.

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