TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, iewelry 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 part 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. Consig

available funds. Consignee shall keep a' may be conveyed to Consignor or which Consignor's ownership of the Merchandi obligations owing to Consignor, the right to the Merchandise at all times and Cons contesting, the validity, perfection, priorit connection herewith or contemplated her order, memo form, invoice, corresponden under any circumstances unless and until Consignee shall provide Consignor with r shall list all sales, returns, and lost or dai after receipt or the Sales Report. Consign such request or any termination, all Merc previously sold, lost or damaged, within shall become immediately due and payal possession of and remove the Merchand 5) Other Covenants; Representations. Co other encumbrance (each a "Lien") in or a any such Lien. Consignee may sell the Me bulk or in any other manner, of any Merch money security interest or similar condition cash exchange and not the payment for a applicable, duly organized under the laws preamble to this Agreement. CONSIGNO IMPLIED WARRANTIES OF MERCHANTABIL Consignor and its shareholders, directors, expense (including, without limitation, leg 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 cl forth the final and entire understanding w charged with such modification, waiver or hereunder shall not affect the right of such or unenforceability shall attach only to suc provision shall be construed and limited to without the prior written approval of Cons an original and all of which taken together AN AS IS, WHERE IS BASIS. ALL ITEMS FOR are from multiple sources and have not be are found to be synthetic, SimplexDiam ma items/labels/tags/Invoices are in carats a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up weights on closeout merchandise - they ar to SimplexDiam in writing within five (5) d amounts will result in a monthly late paym of Law; Jurisdiction. This Agreement shall L

immediately vest in and belong to Consignor upon sale until the cost charged to Consignor upon sale until the cost charged to Consignor upon sale until the cost charged to Consignor upon sale upon

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 9/26/2023

Tracking Number: 1Z0173YV0219824148

Confirmation Number: 73883A8B Reference Number: INV#10028117

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

JESSE MINOR MINOR J

2611 12TH AVE SOUTH

NASHVILLE, TN 37204, US

\* Saturday Pickup :

No

No

No

No

No

No

\* Saturday Delivery :

\* COD Services:

\* Adult Signature :

\* Residential Delivery:

\* Schedule Pickup :

\* Pickup Date:

\* Direct Delivery Only: No

\* Direct Signature : No

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

Weight: 1.00 lbs

Insured Value: 1,000.00 USD

reived by Consignor in immediately e foregoing, the security interest that or other law, shall not supersede or affect or any other defect in any interests or tion herewith. Consignor shall have title shall not contest, or assist any party in granted to Consignor or granted in eds. Nothing in this Agreement or any ) pass title to Merchandise to Consignee 4) Reporting; Payment; Inspection. st day of each calendar month (which sold, lost and damaged within 5 days Agreement at any time. In the event of handise not returned, whether ndebtedness of Consignee to Consignor w and equity, the absolute right to take ignee's books and records at any time. t, security interest, lien, attachment or Lien, and will take all action to remove ement, no other sales of Merchandise, party on consignment, credit, purchase parties hereto to be a contemporaneous ration or limited liability company, as business is the location set forth in the LUDING, WITHOUT LIMITATION, mnify, 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 hereof or exercise any rights valid or unenforceable, such invalidity of this Agreement and any such ement is not assignable by Consignee onic signature, each of which shall be IT MERCHANDISE SHALL BE SOLD ON d are natural. However the diamonds it any diamond in a lot of diamonds

amounts will result in a monthly late paym red under applicable law. 12) Choice of Law; Jurisdiction. This Agreement shall 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

:amped on the

5 up, 0.75 or  $\frac{1}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45 ot responsible for the estimated

terms must be reported by Consignee

payment to SimplexDiam for any

## 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