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 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 poetent jurisdiction determines that Consignee has any right, title or interest in the merchandise. If, notwithstanding the provisions of this Agreement WD KIT 0353 a first priority and continuing lien on and security interest in the Merchandise or proceeds other than as a consignee, Consignor sh ensignee authorizes filing of, and shall sign and Merchandise and all additions, replacements, proceeds, accounts * Merchandise proceeds shall deliver to Consignor, such financing statements and other docume immediately vest in and belong to Consignor upon sale until the immediately interest that available funds. Consignee shall keep all Merchandise and proc persede or affect may be conveyed to Consignor or which Consignor may assert d ny interests or Consignor's ownership of the Merchandise. Notwithstanding a Shipment Details - Confidential Information. Not For UPS or shall have title obligations owing to Consignor, the rights and priority set forth sist any party in to the Merchandise at all times and Consignor may assert and or granted in Transaction Date: 10/2/2023 contesting, the validity, perfection, priority or enforceability of greement or any connection herewith or contemplated hereby in favor of Consi Tracking Number : 1Z0173YV0102233131 andise to Consignee order, memo form, invoice, correspondence, or other documer ent; Inspection. Confirmation Number: 16364388 under any circumstances unless and until Consignor has actu dar month (which Consignee shall provide Consignor with monthly sales repor Reference Number: INV#10028140 aged within 5 days shall list all sales, returns, and lost or damaged Merchandis ime. In the event of Customer Reference Number : after receipt or the Sales Report. Consignor may require Co ed, whether such request or any termination, all Merchandise shall be nsignee to Consignor previously sold, lost or damaged, within 5 business days. absolute right to take Ship From shall become immediately due and payable. Consignor sl id records at any time. possession of and remove the Merchandise without bond YATI LEI 00 st. lien, attachment or 5) Other Covenants; Representations. Consignee will no * Saturday Pickup: SIMPLEXDIAM, INC. ake all action to remove other encumbrance (each a "Lien") in or on any of the M * Saturday Delivery : er sales of Merchandise, any such Lien. Consignee may sell the Merchandise onl 50 WEST 47TH STREET, SUI inment, credit, purchase bulk or in any other manner, of any Merchandise shall I * COD Services : No to be a contemporaneous money security interest or similar conditions. Any payr TE 2011 * Adult Signature : ed liability company, as cash exchange and not the payment for an anteceden No New York, NY 10036, US ne location set forth in the applicable, duly organized under the laws of the juriso * Residential Delivery: No THOUT LIMITATION, preamble to this Agreement, CONSIGNOR MAKES NO **Rerouted shipment. * Schedule Pickup : id and hold harmless MPLIED WARRANTIES OF MERCHANTABILITY OR FIT No 1, claim, allegation, or Consignor and its shareholders, directors, officers, e Ship To * Pickup Date : No expense (including, without limitation, legal' fees ar) the acts or omissions o DOYCE BARNES ndors or contractors. 7) Fees. Consignee or any of Consignee's affiliates, directors forcement of Consignor's BARNES J Consignee shall pay all expenses including, without * Direct Delivery Only: ity; Assignment; Counterparts rights and remedies with respect to the Merchand 502B EASTGATE DRIVE arty. This Agreement sets * Direct Signature : The language used in this Agreement is chosen by GOLDSBORO, NC 27534, US signed by the party to be forth the final and entire understanding with resp Service Type : or exercise any rights charged with such modification, waiver or amend Next Day Air unenforceable, such invalidity hereunder shall not affect the right of such party Package Type : Agreement and any such or unenforceability shall attach only to such prov EXPRESS BOX Weight: is not assignable by Consignee provision shall be construed and limited to the ignature, each of which shall be 1.00 lbs without the prior written approval of Consignor Insured Value : 249.00 USD RCHANDISE SHALL BE SOLD ON an original and all of which taken together sha e natural. However the diamonds AN AS IS, WHERE IS BASIS, ALL ITEMS FOR RE ly diamond in a lot of diamonds are from multiple sources and have not been are found to be synthetic, SimplexDiam may (ped on the p, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 items/labels/tags/Invoices are in carats and are a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or $\frac{1}{4} = .22$ up, .20 or responsible for the estimated erms must be reported by Consignee weights on closeout merchandise - they are only our conservative estimates. Discrep to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Paymen ayment to SimplexDiam for any amounts will result in a monthly late payment interest charge of the greater of 18% or the maximum amount permittee. ged 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

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

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N