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 since that this Agreement creates a true consignment and that all transactions hereunder shall constitute 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 on 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 the consigner.

immediately vest in and belong to Consignor upon RRD RF2 1222 available funds. Consignee shall keep all may be conveyed to Consignor or which C Consignor's ownership of the Merchandis obligations owing to Consignor, the rights to the Merchandise at all times and Consid contesting, the validity, perfection, priority connection herewith or contemplated herel order, memo form, invoice, correspondence under any circumstances unless and until Co Consignee shall provide Consignor with mo shall list all sales, returns, and lost or dama after receipt or the Sales Report. Consignor such request or any termination, all Merchai previously sold, lost or damaged, within 5 b shall become immediately due and payable. possession of and remove the Merchandise 5) Other Covenants; Representations. Consider other encumbrance (each a "Lien") in or on a any such Lien. Consignee may sell the Merch bulk or in any other manner, of any Merchand money security interest or similar conditions. cash exchange and not the payment for an an applicable, duly organized under the laws of t preamble to this Agreement. CONSIGNOR MA IMPLIED WARRANTIES OF MERCHANTABILITY (Consignor and its shareholders, directors, office expense (including, without limitation, legal' fee Consignee or any of Consignee's affiliates, dire Consignee shall pay all expenses including, with rights and remedies with respect to the Mercha The language used in this Agreement is chosen forth the final and entire understanding with res charged with such modification, waiver or amend hereunder shall not affect the right of such party or unenforceability shall attach only to such provi provision shall be construed and limited to the ex without the prior written approval of Consignor. an original and all of which taken together shall c AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESAL 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 o to SimplexDiam in writing within five (5) days of kr amounts will result in a monthly late payment intere

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 10/30/2023

Tracking Number : 1Z0173YV0226261466

Confirmation Number: 9AA34FFB Reference Number: INV#10028327

Customer Reference Number :

Ship From

deliver to Consignor, such financing statements and other documents as Consignor managements

YATI LEI OO

SIMPLEXDIAM, INC.

50 WEST 47TH STREET, SUI

TE 2011

New York, NY 10036, US

**Rerouted shipment.

Ship To

MIKE TAWEEL

LEO MARKS

3435 SECOR ROAD

TOLEDO, OH 43606, US

* Saturday Pickup : No

* Saturday Delivery : No

* COD Services : No

* Adult Signature : No

* Residential Delivery : No * Schedule Pickup : No

* Pickup Date :

* Direct Delivery Only: No

* Direct Signature :

Service Type : 2nd Day Air

Package Type : EXPRESS BOX

Weight: 1.00 lbs

Insured Value : 159.00 USD

thorizes filing of, and shall sign and Title to Merchandise proceeds shall ived by Consignor in immediately foregoing, the security interest that other law, shall not supersede or affect r any other defect in any interests or on herewith. Consignor shall have title all not contest, or assist any party in anted to Consignor or granted in s. Nothing in this Agreement or any pass title to Merchandise to Consignee) Reporting; Payment; Inspection. day of each calendar month (which old, lost and damaged within 5 days eement at any time. In the event of ndise not returned, whether btedness of Consignee to Consignor nd equity, the absolute right to take e's books and records at any time. curity interest, lien, attachment or 1, and will take all action to remove ent, no other sales of Merchandise, on consignment, credit, purchase s hereto to be a contemporaneous n or limited liability company, as ness is the location set forth in the NG, WITHOUT LIMITATION, , defend and hold harmless gation, claim, allegation, or or (b) the acts or omissions of s, vendors or contractors. 7) Fees. enforcement of Consignor's ability; Assignment; Counterparts. party. This Agreement sets g signed by the party to be or exercise any rights r unenforceable, such invalidity Agreement and any such s not assignable by Consignee inature, each of which shall be HANDISE SHALL BE SOLD ON atural. However the diamonds amond in a lot of diamonds on the $5 \text{ or } \frac{3}{4} = 70 \text{ up, } .50 \text{ or } \frac{1}{2} = .45$ nsible for the estimated

ust be reported by Consignee

y payment to SimplexDiam for any

Choice applicable law. 12)

of Law; Jurisdiction. This Agreement shall be governed on 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