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 lo 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 parties 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 unitable cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise in separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that regard to the applicable Uniform Commercial Code or other law, shall not supersede or affect may be conveyed to Consignor or which Consignor may to perfect any of its interests hereunder or any other defect in any interests or Consignor's ownership of the Merchandise. Notwithst obligations owing to Consignor, the rights and priorit rement and transactions in connection herewith. Consignor shall have title at any time. Consignee shall not contest, or assist any party in to the Merchandise at all times and Consignor may or any interest granted to Consignor or granted in contesting, the validity, perfection, priority or enfor-Shipment Details - Confidential Information. Not For Ups connection herewith or contemplated hereby in far or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or ot nass title to Merchandise to Consignee orting; Payment; Inspection. under any circumstances unless and until Consid Transaction Date: 11/8/2023 Consignee shall provide Consignor with month! ach calendar month (which Tracking Number: 1201737V0217899885 shall list all sales, returns, and lost or damage and damaged within 5 days Confirmation Number: 75A0E533 after receipt or the Sales Report. Consignor r it at any time. In the event of not returned, whether such request or any termination, all Merchar Reference Number: INV#10028371 002-456205 previously sold, lost or damaged, within 5/ dness of Consignee to Consignor Customer Reference Number : shall become immediately due and payab equity, the absolute right to take possession of and remove the Merchand ¿'s books and records at any time. 5) Other Covenants; Representations. (curity interest, lien, attachment or other encumbrance (each a "Lien") in o Ship From en, and will take all action to remove any such Lien. Consignee may sell the ment, no other sales of Merchandise, YATI LEI OO bulk or in any other manner, of any N arty on consignment, credit, purchase SIMPLEXDIAM, INC. money security interest or similar co parties hereto to be a contemporaneous oration or limited liability company, as cash exchange and not the paymer 50 WEST 47TH STREET, SUI * Saturday Pickup ; applicable, duly organized under t of business is the location set forth in the * Saturday Delivery : TE 2011 INCLUDING, WITHOUT LIMITATION, preamble to this Agreement. CO IMPLIED WARRANTIES OF MERC * COD Services: indemnify, defend and hold harmless New York, NY 10036, US No Consignor and its shareholders ability, obligation, claim, allegation, or * Adult Signature : **Rerouted shipment. expense (including, without lir ontion and/or (b) the acts or omissions of No * Residential Delivery . es. employees, vendors or contractors. 7) Fees. Consignee or any of Consign Ship To No Consignee shall pay all exp nection with the enforcement of Consignor's * Schedule Pickup : JENNIFER rights and remedies with r ; Waiver; Severability; Assignment; Counterparts No * Pickup Date : SISSY'S LOG CABIN-JONESB The language used in this ed against either party. This Agreement sets No forth the final and entire ed except in writing signed by the party to be ORO charged with such modi my provision hereof or exercise any rights No * Direct Delivery Only: 2400 E HIGHLAND DRIVE ST hereunder shall not aff hall be held invalid or unenforceable, such invalidity or unenforceability sh ther provision of this Agreement and any such * Direct Signature : provision shall be co able. This Agreement is not assignable by Consignee JONESBORO, AR 12401, US Service Type: without the prior wr mile, pdf or electronic signature, each of which shall be No an original and all dise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON Package Type : No AN AS IS, WHERE nds herein delivered are natural. However the diamonds 2nd Day Air are from multiple Weight: nds. In the event that any diamond in a lot of diamonds EXPRESS BOX are found to be Insured Value: 1,000.00 USD nged. The weights stamped on the items/labels/t ows: 1.00 or 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 up, .40 or 3/8 size ranges. We are not responsible for the estimated Streaming the form, who rough of modeling the commodities declaring or software ware expelled from the LS according with the commodities declaring or software were expelled from the LS according with the Expert control wit weights on cl ight, price count, price or terms must be reported by Consignee to SimplexDiam in ... ¿. Failure to make timely payment to SimplexDiam for any amounts will result in a mon nount permitted to be charged under applicable law. 12) Choice of Law; Jurisdiction. This Agreement of New York (without reference to its rules as to conflicts of law). Consignee irrevocably submits to the exclusive waives any objection based on forum non conveniens or any other objection to venue. Consignee waives its right to brosis and relating to this Agreement in any jurisdiction other than New York County, State of New York. The parties waive personal. it or other process and papers therein and agree that the service thereof may be made by certified mail, return receipt requested, direct ess set forth herein or other address thereof of which the sending CONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR party has received notice. 13) Waiver of Jury Trial. THE PARTIES HEREBY IRNA PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING REEMENT. 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