

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 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 of, and shall sign and merchandise proceeds shall Consignor in immediately the security interest that shall not supersede or affect defect in any interests or h. Consignor shall have title test, or assist any party in Consignor or granted in j in this Agreement or any Merchandise to Consignee g; Payment; Inspection. h calendar month (which and damaged within 5 days t any time. In the event of returned, whether i of Consignee to Consignor j, the absolute right to take is and records at any time. k; interest, lien, attachment or ill take all action to remove ther sales of Merchandise, signment, credit, purchase o to be a contemporaneous ited liability company, as the location set forth in the THOUT LIMITATION, d and hold harmless , claim, allegation, or the acts or omissions of lers or contractors. 7) Fees. cement of Consignor's Assignment; Counterparts. y. This Agreement sets ied by the party to be ercise any rights nforceable, such invalidity ment and any such assignable by Consignee re, each of which shall be DISE SHALL BE SOLD ON sl. However the diamonds nd in a lot of diamonds re ¾ = .70 up, .50 or ½ = .45 ple for the estimated be reported by Consignee

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 11/8/2023

Tracking Number : 1Z0173YV0129609631

Confirmation Number : D6462817

Reference Number : INV#10028372

Customer Reference Number :

Ship From

YATI LEI OO

SIMPLEXDIAM, INC.

50 WEST 47TH STREET, SUITE 2011

New York, NY 10036, US

****Rerouted shipment.**

Ship To

ASHLEY PERRYMAN

J LADY

4507 EAST 82ND ST STE 9

INDIANAPOLIS, IN 46250, 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 : No**

Service Type : Next Day Air

Package Type : EXPRESS BOX

Weight : 1.00 lbs

Insured Value : 498.00 USD

SEE UPS® WEBSITE FOR UPS® Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.

UPS®

RRD RF2 1122

11) Failure to Make Payment. Failure to make timely payment to SimplexDiam for any 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