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 sli 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 partic 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, proceed deliver to Consignor, such financing statements and d immediately vest in and belong to Consignor upon sa available funds. Consignee shall keep all Merchandi may be conveyed to Consignor or which Consignor m Consignor's ownership of the Merchandise. Notwiths obligations owing to Consignor, the rights and priorit to the Merchandise at all times and Consignor may a contesting, the validity, perfection, priority or enforce connection herewith or contemplated hereby in favor order, memo form, invoice, correspondence, or other under any circumstances unless and until Consignor h Consignee shall provide Consignor with monthly sale: shall list all sales, returns, and lost or damaged Merc after receipt or the Sales Report. Consignor may requ such request or any termination, all Merchandise sha previously sold, lost or damaged, within 5 business d shall become immediately due and payable. Consign possession of and remove the Merchandise without t 5) Other Covenants; Representations. Consignee will other encumbrance (each a "Lien") in or on any of the any such Lien. Consignee may sell the Merchandise o bulk or in any other manner, of any Merchandise shall money security interest or similar conditions. Any pay cash exchange and not the payment for an anteceder applicable, duly organized under the laws of the jurisc preamble to this Agreement. CONSIGNOR MAKES NC IMPLIED WARRANTIES OF MERCHANTABILITY OR FITN Consignor and its shareholders, directors, officers, em expense (including, without limitation, legal' fees and Consignee or any of Consignee's affiliates, directors, n Consignee shall pay all expenses including, without lin rights and remedies with respect to the Merchandise, The language used in this Agreement is chosen by the forth the final and entire understanding with respect to charged with such modification, waiver or amendment hereunder shall not affect the right of such party at a l or unenforceability shall attach only to such provision a provision shall be construed and limited to the extent r without the prior written approval of Consignor. This A an original and all of which taken together shall consti an as is, where is basis. All items for resale on are from multiple sources and have not been tested. The are found to be synthetic, SimplexDiam may cancel the items/labels/tags/Invoices are in carats and are appr up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or $\frac{1}{4} = .37$

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 11/8/2023

Customer Reference Number:

Tracking Number: 1Z0173YV0129609631

Confirmation Number: D6462817 Reference Number: INV#10028372

* Saturday Pickup : Ship From * Saturday Delivery: YATI LEI OO SIMPLEXDIAM, INC. * COD Services: 50 WEST 47TH STREET, SUI * Adult Signature: * Residential Delivery: TE 2011 * Schedule Pickup: New York, NY 10036, US **Rerouted shipment. * Pickup Date:

Ship To

ASHLEY PERRYMAN J LADY 4507 EAST 82ND ST STE 9

INDIANAPOLIS, IN 46250,

No * Direct Delivery Only:

* Direct Signature:

Service Type : Next Day Air

No

No

No

No

No

No

Package Type: EXPRESS BOX

1.00 lbs Weight:

Insured Value: 498.00 USD

ole for the estimated weights on closeout merchandise - they are only our co to SimplexDiam in writing within five (5) days of knowleage or the same. The railure 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

g of, and shall sign and chandise proceeds shall signor 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 onsignor or granted in in this Agreement or any o Merchandise to Consignee g; Payment; Inspection. :h calendar month (which nd damaged within 5 days t any time. In the event of returned, whether of Consignee to Consignor , the absolute right to take is and records at any time. erest, 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 dors or contractors. 7) Fees. rement of Consignor's Assignment; Counterparts. /. This Agreement sets ied by the party to be ercise any rights nforceable, such invalidity ement and any such assignable by Consignee re, each of which shall be DISE SHALL BE SOLD ON al. However the diamonds nd in a lot of diamonds

 $^{\cdot}$ 3 4 = .70 up, .50 or 1 2 = .45 be reported by Consignee