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 shall be deemed acceptable to and accepted by Consignor within 5 business days after 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 so he 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 particle 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

deliver to Consignor, such financing statemer immediately vest in and belong to Consigno available funds. Consignee shall keep all M may be conveyed to Consignor or which Con Consignor's ownership of the Merchandise. obligations owing to Consignor, the rights a to the Merchandise at all times and Consign contesting, the validity, perfection, priority or connection herewith or contemplated hereby order, memo form, invoice, correspondence, c under any circumstances unless and until Con Consignee shall provide Consignor with mont shall list all sales, returns, and lost or damag after receipt or the Sales Report. Consignor r such request or any termination, all Merchand previously sold, lost or damaged, within 5 bu shall become immediately due and payable. possession of and remove the Merchandise w 5) Other Covenants; Representations. Consig other encumbrance (each a "Lien") in or on an any such Lien. Consignee may sell the Mercha bulk or in any other manner, of any Merchandi money security interest or similar conditions. A cash exchange and not the payment for an ant applicable, duly organized under the laws of th preamble to this Agreement. CONSIGNOR MA IMPLIED WARRANTIES OF MERCHANTABILITY C Consignor and its shareholders, directors, office expense (including, without limitation, legal' fee Consignee or any of Consignee's affiliates, direct 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 amenhereunder shall not affect the right of such party or unenforceability shall attach only to such prov provision shall be construed and limited to the e without the prior written approval of Consignor. an original and all of which taken together shall AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESAL are from multiple sources and have not been test are found to be synthetic, SimplexDiam may canci 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 to SimplexDiam in writing within five (5) days of I

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 11/8/2023

Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proce

Tracking Number: 1Z0173YV0209728726

Confirmation Number : D62AED75 Reference Number : INV#10028373

Customer Reference Number:

COUNTY STREET,		
Ship From	* Saturday Pickup :	No
YATI LEI OO	* Saturday Delivery :	No
	* COD Services :	No
SIMPLEXDIAM, INC.	* Adult Signature :	No
50 WEST 47TH STREET, SUI		No
TE 2011	* Residential Delivery :	Nage of the
New York, NY 10036, US	* Schedule Pickup :	No
**Rerouted shipment.	* Pickup Date :	

**Rerouted shipment.

Ship To GLEY LEAKE

LEBANON] & GIFT 495 WEST MAIN STREET

LEBANON, KY 40033, US

* Direct Delivery Only: No

* Direct Signature : No

Service Type : 2nd Day Air

Package Type : EXPRESS BOX

Weight: 1.00 lbs

Insured Value: 1,000.00 USD

rizes filing of, and shall sign and le to Merchandise proceeds shall led by Consignor in immediately pregoing, the security interest that ther law, shall not supersede or affect iny other defect in any interests or inherewith. Consignor shall have title I not contest, or assist any party in ted to Consignor or granted in Nothing in this Agreement or any

ss title to Merchandise to Consignee Reporting; Payment; Inspection. by of each calendar month (which d, lost and damaged within 5 days ement at any time. In the event of dise not returned, whether tedness of Consignee to Consignor d equity, the absolute right to take e's books and records at any time. :urity interest, lien, attachment or , and will take all action to remove nt, no other sales of Merchandise, on consignment, credit, purchase s hereto to be a contemporaneous or limited liability company, as less 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. 2 enforcement of Consignor's ability; Assignment; Counterparts. r party. This Agreement sets ig signed by the party to be f or exercise any rights or unenforceable, such invalidity Agreement and any such is not assignable by Consignee gnature, each of which shall be CHANDISE SHALL BE SOLD ON natural. However the diamonds diamond in a lot of diamonds

.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 nonsible for the estimated must be reported by Consignee

RE HOURL UN REVUID.L respirating UPS fearms, and motice of limitation of liability. Where allowed by law, shipper authorities UPs to act as unwaveness system the Export Administration RRD RF2 1122 must be reported by Consequations. Diversion contrary to law is prohibited.

**The Exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration RRD RF2 1122 must be reported by Consequations. Diversion contrary to law is prohibited.

**The Exported from the US in accordance with the Export Administration RRD RF2 1122 must be reported by Consequations. Diversion contrary to law is prohibited.

amounts will result in a monthly late payment interescenarge or 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