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

will promptly pursue on Consignor's behalf all or damage. Consignee shall be respo be responsible to Consignor for any d agree that this Agreement creates a ti merchandise. If, notwithstanding the r Merchandise or proceeds other than a Merchandise and all additions, replace deliver to Consignor, such financing sta immediately vest in and belong to Cons available funds. Consignee shall keep may be conveyed to Consignor or which Consignor's ownership of the Merchand obligations owing to Consignor, the righ to the Merchandise at all times and Con contesting, the validity, perfection, priori connection herewith or contemplated her order, memo form, invoice, corresponder under any circumstances unless and until Consignee shall provide Consignor with n shall list all sales, returns, and lost or dar after receipt or the Sales Report. Consigr such request or any termination, all Merch previously sold, lost or damaged, within 5 shall become immediately due and payab possession of and remove the Merchandi 5) Other Covenants; Representations. Cor other encumbrance (each a "Lien") in or or any such Lien. Consignee may sell the Mer bulk or in any other manner, of any Mercha money security interest or similar condition cash exchange and not the payment for an applicable, duly organized under the laws (

preamble to this Agreement. CONSIGNOR Consignor and its shareholders, directors, of expense (including, without limitation, legal' Consignee or any of Consignee's affiliates, a Consignee shall pay all expenses including, v rights and remedies with respect to the Merc The language used in this Agreement is chos forth the final and entire understanding with charged with such modification, waiver or am hereunder shall not affect the right of such pa or unenforceability shall attach only to such pr provision shall be construed and limited to the without the prior written approval of Consigno an original and all of which taken together sha AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RES are from multiple sources and have not been to are found to be synthetic, SimplexDiam may ca items/labels/tags/Invoices are in carats and a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 weights on closeout merchandise - they are on to SimplexDiam in writing within five (5) days d amounts will result in a monthly late payment in of Law; Jurisdiction. This Agreement shall be go Consignee irrevocably submits to the exclusive ju objection to venue. Consignee waives its right to York County, State of New York. The parties wai thereof may be made by certified mail, return rec party has received notice. 13) Waiver of Jury Tria PROCEEDING RELATING TO THIS AGREEMENT OF

Regulations. Divisory Delivery prescribes or to opt out from the sale of personal information, please see the UPS's privacy holice at www ups.com sen or 170 or 180 Where allowed by law, shipper authorites UPS to act as forwarding agent for export control and where allowed by law, shipper authorites of from the US in accordance with the Export Administration to-chology or software were exported from the US in accordance with the Export Administration

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 11/9/2023

Tracking Number: 1Z0173YV0134517926

Confirmation Number: 3E3ABC80 Reference Number: INV#10028383

Customer Reference Number:

Ship From

YATI LEI OO

SIMPLEXDIAM, INC.

50 WEST 47TH STREET, SUI

TE 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 : \* Residential Delivery: No

No

No \* Schedule Pickup:

\* Pickup Date :

\* Direct Delivery Only: No

No \* Direct Signature:

Next Day Air Service Type:

EXPRESS BOX Package Type: 1.00 lbs

Weight:

Insured Value: 498.00 USD

additional named insured. Consignee it tely notify Consignor in writing of any loss rchandise whether insured or not and st nsignment; Title; UCC Interest. The parties and not the purchase and sale of ee has any right, title or interest in the ng lien on and security interest in the uthorizes filing of, and shall sign and

Title to Merchandise proceeds shall teived by Consignor in immediately he foregoing, the security interest that or other law, shall not supersede or affect or any other defect in any interests or ction herewith. Consignor shall have title shall not contest, or assist any party in granted to Consignor or granted in eds. Nothing in this Agreement or any ) pass title to Merchandise to Consignee 4) Reporting; Payment; Inspection. it day of each calendar month (which sold, lost and damaged within 5 days greement at any time. In the event of nandise not returned, whether debtedness of Consignee to Consignor and equity, the absolute right to take inee's books and records at any time. security interest, lien, attachment or ien, and will take all action to remove ment, no other sales of Merchandise, rty on consignment, credit, purchase rties hereto to be a contemporaneous tion or limited liability company, as isiness is the location set forth in the IDING, WITHOUT LIMITATION, iffy, defend and hold harmless obligation, claim, allegation, or d/or (b) the acts or omissions of rees, vendors or contractors. 7) Fees the enforcement of Consignor's erability; Assignment; Counterparts. her party. This Agreement sets iting signed by the party to be eof or exercise any rights d or unenforceable, such invalidity nis Agreement and any such nt is not assignable by Consignee signature, each of which shall be ERCHANDISE SHALL BE SOLD ON 3 natural. However the diamonds / diamond in a lot of diamonds ed on the  $0.75 \text{ or } \frac{3}{4} = .70 \text{ up, } .50 \text{ or } \frac{1}{2} = .45$ sponsible for the estimated s must be reported by Consignee ent to SimplexDiam for any ınder applicable law. 12) Choice its rules as to conflicts of law). um non conveniens or any other any jurisdiction other than New n and agree that the service hereof of which the sending

IN ANY LEGAL ACTION OR

## 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