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) nsurance; 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 I

or damage. Consignee shall be responsible to Consigner for the be responsible to Consignor for ar For Information about UPS's privacy practices or to opt out from the sale of personal information, please see the UPS privacy Motice at www.ups.com agree that this Agreement creates merchandise. If, notwithstanding t Merchandise or proceeds other tha Merchandise and all additions, rec deliver to Consignor, such financinc immediately vest in and belong to available funds. Consignee shall ki may be conveyed to Consignor or v Consignor's ownership of the Merc obligations owing to Consignor, the to the Merchandise at all times and contesting, the validity, perfection, I connection herewith or contemplate order, memo form, invoice, correspo under any circumstances unless and Consignee shall provide Consignor (shall list all sales, returns, and lost (after receipt or the Sales Report. Co such request or any termination, all previously sold, lost or damaged, w shall become immediately due and I possession of and remove the Merc 5) Other Covenants; Representation other encumbrance (each a "Lien") in any such Lien. Consignee may sell th bulk or in any other manner, of any I money security interest or similar cou cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. CONSI IED WARRANTIES OF MERCHAN Consignor and its shareholders, direct expense (including, without limitation Consignee or any of Consignee's affil Consignee shall pay all expenses incl rights and remedies with respect to t The language used in this Agreemen forth the final and entire understandi charged with such modification, waive hereunder shall not affect the right of or unenforceability shall attach only to provision shall be construed and limit without the prior written approval of (an original and all of which taken toge AN AS IS, WHERE IS BASIS. ALL ITEMS are from multiple sources and have no are found to be synthetic, SimplexDiar items/labels/tags/Invoices are in car up, .40 or 3/8 = .37 up, .33 or 1/3 = .2 weights on closeout merchandise - the to SimplexDiam in writing within five (amounts will result in a monthly late pa of Law; Jurisdiction. This Agreement s Consignee irrevocably submits to the e objection to venue. Consignee waives York County, State of New York. The page thereof may be made by certified mail, party has received notice. 13) Waiver (PROCEEDING RELATING TO THIS AGRE

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 11/22/2023

Tracking Number: 1Z0173YV0231686453

Confirmation Number: 12890549 Reference Number: INV#10028442

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

STEPHEN A. PRATTEN, PART

AUGUST STEPHENSON

3670 TAMPA ROAD

OLDSMAR, FL 34677, US

* Saturday Pickup: No

* Saturday Delivery: No

* COD Services:

No No

* Adult Signature: * Residential Delivery:

No

* Schedule Pickup:

No

* Pickup Date:

* Direct Delivery Only:

* Direct Signature:

No

Service Type:

2nd Day Air

Package Type:

EXPRESS BOX

Weight:

1.00 lbs

Insured Value: 1,000.00 USD

Merchandise whether insured or not and e Consignment; Title; UCC Interest. The parties ents and not the purchase and sale of signee has any right, title or interest in the tinuing lien on and security interest in the ee authorizes filing of, and shall sign and time. Title to Merchandise proceeds shall in received by Consignor in immediately ing the foregoing, the security interest that ode or other law, shall not supersede or affect nder or any other defect in any interests or onnection herewith. Consignor shall have title mee shall not contest, or assist any party in rest granted to Consignor or granted in roceeds. Nothing in this Agreement or any ned to pass title to Merchandise to Consignee refor. 4) Reporting; Payment; Inspection. he last day of each calendar month (which ndise sold, lost and damaged within 5 days the Agreement at any time. In the event of Merchandise not returned, whether ing indebtedness of Consignee to Consignor by law and equity, the absolute right to take Consignee's books and records at any time. terest, security interest, lien, attachment or such Lien, and will take all action to remove Agreement, no other sales of Merchandise, hird party on consignment, credit, purchase the parties hereto to be a contemporaneous orporation or limited liability company, as e of business is the location set forth in the E INCLUDING, WITHOUT LIMITATION, demnify, defend and hold harmless bility, obligation, claim, allegation, or ation and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees. on with the enforcement of Consignor's ver; Severability; Assignment; Counterparts. ainst either party. This Agreement sets pt in writing signed by the party to be sion hereof or exercise any rights ld invalid or unenforceable, such invalidity sion of this Agreement and any such greement is not assignable by Consignee lectronic signature, each of which shall be EOUT MERCHANDISE SHALL BE SOLD ON vered are natural. However the diamonds t that any diamond in a lot of diamonds ts stamped on the $0.95 \text{ up}, 0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ ire not responsible for the estimated e or terms must be reported by Consignee ely payment to SimplexDiam for any charged under applicable law. 12) Choice

eference to its rules as to conflicts of law).

sed on forum non conveniens or any other

eement in any jurisdiction other than New

ers therein and agree that the service

address thereof of which the sending

BY JURY IN ANY LEGAL ACTION OR

BANK WIRING INSTRUCTIONS

Valley National Bank, 350 Madiso. Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N