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. Consigned shall be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and si 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 part 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, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and ESCRIPTION REMEMBERS (BET SEED AND FOR THE STATE AND FOR THE STATE

deliver to Consignor, such financing sta immediately vest in and belong to Con: available funds. Consignee shall keep may be conveyed to Consignor or whic Consignor's ownership of the Merchan obligations owing to Consignor, the rig to the Merchandise at all times and Co contesting, the validity, perfection, pric connection herewith or contemplated h order, memo form, invoice, correspond under any circumstances unless and ur Consignee shall provide Consignor wit shall list all sales, returns, and lost or (after receipt or the Sales Report. Cons such request or any termination, all Me previously sold, lost or damaged, with shall become immediately due and pa possession of and remove the Mercha 5) Other Covenants; Representations. other encumbrance (each a "Lien") in a any such Lien. Consignee may sell the bulk or in any other manner, of any Me money security interest or similar conc cash exchange and not the payment for applicable, duly organized under the la preamble to this Agreement, CONSIG IMPLIED WARRANTIES OF MERCHANTA Consignor and its shareholders, direct expense (including, without limitation, Consignee or any of Consignee's affilia Consignee shall pay all expenses inclu rights and remedies with respect to th The language used in this Agreement forth the final and entire understandir 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 tog AN AS IS, WHERE IS BASIS. ALL ITEMS are from multiple sources and have no are found to be synthetic, SimplexDia items/labels/tags/Invoices are in car up, .40 or 3/8 = .37 up .33 or 1/3 = .1weights on closeout merchandise - th to SimplexDiam in writing within five (,,

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 3/27/2024

Tracking Number: 1Z0173YV0120891744

Confirmation Number: CBB0B339 Reference Number: DJ209438DJ

Customer Reference Number: DJ209438DJ

Ship From	* Saturday Pickup :	No
ALPA SHETH	* Saturday Delivery :	No
SDX	* COD Services :	No
50W 47TH STREET	* Adult Signature :	No
STE 2011	* Residential Delivery :	No
NEW YORK, NY 10036, US	* Schedule Pickup :	No
**Rerouted shipment.	* Pickup Date :	

Ship To

ADRIAAN

FAIRFAX DIST

375 GHENT RD

AKRON, OH 44333, US

* Direct Delivery Only: No

* Direct Signature :

Next Day Air

Nο

Service Type: Package Type : **EXPRESS BOX**

Weight: 1.00 lbs

Insured Value: 2,500,00 USD

Est. Ship & Ins Cost: \$29.22 Est. Optional Charges: \$4.23 Total Estimated Cost: \$33.45

Title to Merchandise proceeds shall ceived by Consignor in immediately the foregoing, the security interest that or other law, shall not supersede or affect r or any other defect in any interests or ection herewith. Consignor shall have title e shall not contest, or assist any party in t granted to Consignor or granted in eeds. Nothing in this Agreement or any I to pass title to Merchandise to Consignee or. 4) Reporting; Payment; Inspection. last day of each calendar month (which ise sold, lost and damaged within 5 days e Agreement at any time. In the event of erchandise not returned, whether g indebtedness of Consignee to Consignor law and equity, the absolute right to take nsignee's books and records at any time. rest, security interest, lien, attachment or uch Lien, and will take all action to remove greement, no other sales of Merchandise, rd party on consignment, credit, purchase ne parties hereto to be a contemporaneous rporation or limited liability company, as of business is the location set forth in the INCLUDING, WITHOUT LIMITATION, ndemnify, defend and hold harmless bility, obligation, claim, allegation, or tion and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees in with the enforcement of Consignor's ver; Severability; Assignment; Counterparts. inst either party. This Agreement sets ot 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 electronic signature, each of which-shall be SEOUT MERCHANDISE SHALL BE SOLD ON ivered are natural. However the diamonds it that any diamond in a lot of diamonds nts stamped on the

= 0.95 up, 0.75 or % = .70 up, .50 or % = .45are not responsible for the estimated ce or terms must be reported by Consignee mely 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

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

T. 1-917-542-2343, F. 1-212-626-1276 Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N