



COVER PAGE

This Client Agreement (the “**Agreement**”) consists of (i) this Cover Page, (ii) the attached Client Agreement Terms and Conditions, including without limitation the Patriot Act Compliance Form and the Kimberley Process Certification (the “**Terms and Conditions**”) and (iii) any applicable country specific Exhibit(s) referenced below. In the event of a conflict between the Terms and Conditions and an applicable country specific Exhibit, the terms in the country specific Exhibit will apply and control.

This Agreement is entered into by the undersigned Client (the “**Client**”) and, Gemological Institute of America, Inc., a nonprofit organization, (“**GIA**”) with a place of business at 5355 Armada Drive, Carlsbad, California 92008, United States of America. The foregoing shall apply except as expressly provided below on this Cover Page.

India. If Client delivers or ships Articles to GIA India Laboratory Private Limited in India or to a GIA Lab Direct Program Participant located in India for forwarding to Gemological Institute of America, Inc. or to any of its affiliates, then this Agreement, including without limitation Exhibit India attached hereto, will be between Client and GIA India Laboratory Private Limited for purposes of such Articles and the related Services and the term “**GIA**” shall mean and be limited to GIA India Laboratory Private Limited for purposes of this Agreement with respect to such Articles and Services. For the avoidance of doubt, Exhibit India will only apply if this Agreement is between Client and GIA India Laboratory Private Limited.

Thailand. If Client delivers or ships Articles to Gemological Research (Thailand) Co., Ltd. in Thailand or to a GIA Lab Direct Program Participant located in Thailand for forwarding to Gemological Institute of America, Inc. or to any of its affiliates, then this Agreement, including without limitation Exhibit Thailand attached hereto, will be between Client and Gemological Research (Thailand) Co., Ltd. for purposes of such Articles and the related Services and the term “**GIA**” shall mean and be limited to Gemological Research (Thailand) Co., Ltd. for purposes of this Agreement with respect to such Articles and Services. For the avoidance of doubt, Exhibit Thailand will only apply if this Agreement is between Client and Gemological Research (Thailand) Co., Ltd.

Botswana. If Client delivers or ships Articles to GIA Education and Laboratory, a company organized under the laws of Botswana (“**GIA Botswana**”), or to a GIA Lab Direct Program

Participant located in Botswana for forwarding to Gemological Institute of America, Inc. or to any of its affiliates, then this Agreement, including without limitation Exhibit Botswana attached hereto, will be between Client and GIA Botswana for purposes of such Articles and the related Services and the term “**GIA**” shall mean and be limited to GIA Botswana for purposes of this Agreement with respect to such Articles and Services. For the avoidance of doubt, Exhibit Botswana will only apply if this Agreement is between Client and GIA Botswana.

South Africa. If Client delivers or ships Articles to GIA Education and Laboratory (Proprietary) Ltd in South Africa (“**GIA South Africa**”) or to a GIA Lab Direct Program Participant located in South Africa for forwarding to Gemological Institute of America, Inc. or to any of its affiliates, then this Agreement, including without limitation Exhibit South Africa attached hereto, will be between Client and GIA South Africa for purposes of such Articles and the related Services and the term “**GIA**” shall mean and be limited to GIA South Africa for purposes of this Agreement with respect to such Articles and Services. For the avoidance of doubt, Exhibit South Africa will only apply if this Agreement is between Client and GIA South Africa.

Example. If Client ships or delivers 100 diamonds to a GIA Lab Direct Program Participant in India, Client ships or delivers 50 emeralds to Gemological Institute of America Inc. in New York, New York, USA, and Client ships or delivers 25 pearls to Gemological Research (Thailand) Co., Ltd. in Thailand, then (i) with respect to the 100 diamonds and the related Services, this Agreement (including Exhibit India) will be between Client and GIA India Laboratory Private Limited, (ii) with respect to the 50 emeralds and the related Services, this Agreement (without any Exhibits) will be between Client and Gemological Institute of America, Inc. and (iii) with respect to the 25 pearls and the related Services, this Agreement (including Exhibit Thailand) will be between Client and Gemological Research (Thailand) Co., Ltd.

GIA may provide copies of this Agreement to its affiliates, including without limitation any company that owns or controls GIA, directly or indirectly, and any company that is owned or controlled, directly or indirectly, by GIA or by any company that owns or controls GIA, directly or indirectly.

The undersigned is the Client or is a duly authorized officer, principal or representative of the Client with the right to bind the Client by this Agreement and has affixed his/her signature as of the date set forth below (the “**Effective Date**”).

Company Name: _____ Trading Name (if different): _____
Street Address: _____ Postal Address: _____
City, State/Province, Postal Code: _____ Country: _____
Phone: _____ Fax: _____ Email Address: _____
Signature: _____ Print Name: _____
Title: _____ Date: _____

-GIA Office Use Only-

Received By: _____ Date: _____ Entered By: _____ Date: _____ Client #: _____

After signing this page, Client to return the GIA copy to the GIA Laboratory.



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Example. If Client ships or delivers 100 diamonds to a GIA Lab Direct Program Participant in India, Client ships or delivers 50 emeralds to Gemological Institute of America Inc. in New York, New York, USA, and Client ships or delivers 25 pearls to Gemological Research (Thailand) Co., Ltd. in Thailand, then (i) with respect to the 100 diamonds and the related Services, this Agreement (including Exhibit India) will be between Client and GIA India Laboratory Private Limited, (ii) with respect to the 50 emeralds and the related Services, this Agreement (without any Exhibits) will be between Client and Gemological Institute of America, Inc. and (iii) with respect to the 25 pearls and the related Services, this Agreement (including Exhibit Thailand) will be between Client and Gemological Research (Thailand) Co., Ltd.

GIA may provide copies of this Agreement to its affiliates, including without limitation any company that owns or controls GIA, directly or indirectly, and any company that is owned or controlled, directly or indirectly, by GIA or by any company that owns or controls GIA, directly or indirectly.

The undersigned is the Client or is a duly authorized officer, principal or representative of the Client with the right to bind the Client by this Agreement and has affixed his/her signature as of the date set forth below (the “**Effective Date**”).

Company Name: _____ Trading Name (if different): _____
Street Address: _____ Postal Address: _____
City, State/Province, Postal Code: _____ Country: _____
Phone: _____ Fax: _____ Email Address: _____
Signature: _____ Print Name: _____
Title: _____ Date: _____

-GIA Office Use Only-

Received By: _____ Date: _____ Entered By: _____ Date: _____ Client #: _____

After signing this page, Client to return the GIA copy to the GIA Laboratory.

CLIENT AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT APPLIES TO ALL ARTICLES DELIVERED ON THE EFFECTIVE DATE OF THIS AGREEMENT AND AT ANY TIME HEREAFTER BY OR FOR CLIENT TO GIA, AND TO ALL SERVICES FOR, INSCRIPTIONS ON, RECEIPTS FOR, AND REPORTS ON SUCH ARTICLES THAT MAY BE PERFORMED OR ISSUED BY GIA AFTER THE DATE OF THIS AGREEMENT UNTIL SUCH TIME AS THIS AGREEMENT IS MODIFIED OR REPLACED WITH A NEW AGREEMENT AS MUTUALLY AGREED BY THE PARTIES. ANY AND ALL PRIOR CLIENT AGREEMENTS ARE HEREBY TERMINATED, PROVIDED THAT SUCH PRIOR AGREEMENT(S) WILL CONTINUE TO APPLY TO ARTICLES SUBMITTED TO GIA PRIOR TO THE DATE OF THIS AGREEMENT AND TO THE SERVICES PERFORMED BY GIA RELATED TO SUCH ARTICLES. CLIENT AND GIA HEREBY AGREE AS FOLLOWS:

(1) **Definitions.** For purposes of this Agreement the following terms shall have the meaning indicated. Words and expressions which are defined in the Cover Page to this Agreement and used herein shall have the meanings assigned thereto in the Cover Page.

“**Article**” means any diamond, gem material or other article of any kind delivered by or for Client to GIA.

“**Client**” includes any Affiliate of Client that submits Articles to or requests Reports or Services from GIA under Client’s unique GIA client number. The term “**Affiliate**” means any person, corporation or other business entity (i) which owns or controls, directly or indirectly, at least fifty percent (50%) of the outstanding stock, equity interests, profits, distribution rights, or voting rights of Client (“**Client’s Owner**”) or (ii) which Client or Client’s Owner owns or controls, directly or indirectly, at least fifty percent (50%) of the outstanding stock, equity interests, profits or voting rights; but in a country where the local law does not permit foreign equity participation of at least fifty percent (50%), then an Affiliate includes any corporation or business entity in which Client or Client’s Owner owns or controls, or is owned or controlled by, directly or indirectly, the maximum percentage of outstanding stock, equity interests, profits distribution rights, or voting rights permitted by local law.

“**GIA**” shall have the meaning set forth on the Cover Page.

“**Inscription**” means any laser inscription by GIA on an Article.

“**Receipt**” means any receipt issued to Client by GIA for an Article.

“**Report**” means any type of grading report, identification report, or any other report issued by GIA that describes an Article and each verification, update, or supplement to any such report.

“**Services**” means services performed by GIA, including, without limitation, grading, testing, analyzing, examining and laser inscribing Articles and/or issuing Reports.

(2) **General.** Client acknowledges that by GIA’s accepting delivery of an Article and by GIA performing Services on that Article, all for a relatively small fee compared with the present and potential value of that Article, GIA is and will be acting in reliance on and in consideration of the terms and conditions set forth in this Agreement.

If Client requests a Report for an Article and GIA does not issue such Report for such an Article, then GIA may, unless contrary written instructions have been provided by Client, issue the appropriate Report for that Article and Client will pay the price associated with the correct Report.

Client agrees to comply with GIA’s policies and procedures regarding the submission and delivery of Articles to GIA, including without limitation submitting Articles in plain, unmarked parcels. Such policies and procedures are available on GIA’s website at www.gia.edu. Client will not include on any such parcel, Client’s name, address, phone number, branding, trademarks, website address, email addresses, or any other information that may be used to identify Client. In addition, such parcels shall not include any grading information about the Article (e.g., color, clarity or cut information).

If Client authorizes an Affiliate to use Client’s GIA client number to deliver or ship Articles or request Reports or Services, then this Agreement will apply to such Articles, Reports and Services and this Agreement will be binding on such Client Affiliate. Client will cause each such Affiliate to comply with and be bound by the terms and conditions in this Agreement. Client will be responsible and liable for prices and other amounts due for all such Services requested by a Client Affiliate using Client’s GIA client number.

WITH RESPECT TO SPECIFIC ARTICLES AND RELATED SERVICES, ONLY THE CORRESPONDING LEGAL ENTITY IDENTIFIED ON THE COVER PAGE (E.G., GEMOLOGICAL INSTITUTE OF AMERICA, INC., GIA INDIA LABORATORY PRIVATE LIMITED) WILL HAVE LIABILITY TO CLIENT UNDER THIS AGREEMENT IN CONNECTION WITH SUCH ARTICLES AND SERVICES AND NO OTHER PERSON OR LEGAL ENTITY WILL HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER WITH RESPECT TO SUCH ARTICLES AND SERVICES.

(3) **Insurance.** GIA SHALL MAINTAIN (OR CAUSE TO BE MAINTAINED ON ITS BEHALF) A STANDARD FORM JEWELERS BLOCK INSURANCE POLICY AND A STANDARD FORM FIDELITY INSURANCE POLICY (OR INSURANCE SUBSTANTIALLY SIMILAR TO SUCH INSURANCE THAT IS

AVAILABLE IN THE JURISDICTION WHERE GIA OPERATES) TO INSURE AN ARTICLE AGAINST LOSS OR DAMAGE WHILE IN GIA’S POSSESSION. CLIENT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE LIABILITY OF GIA AND ITS EMPLOYEES AND AGENTS FOR ANY LOSS OF, MISDELIVERY OF, OR DAMAGE TO THAT ARTICLE, EVEN IF CAUSED BY OR RESULTING FROM THE NEGLIGENCE OR OTHER FAULT OF GIA OR ANY OF ITS EMPLOYEES OR AGENTS, SHALL BE LIMITED TO THE AMOUNT PAID TO GIA BY ITS INSURANCE CARRIER AND SUBSEQUENTLY PAID BY GIA TO CLIENT, IF ANY, IN RESPECT THEREOF UNDER SUCH POLICIES AND (ii) IN ANY EVENT, GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE PERSONALLY LIABLE FOR ANY SUCH LOSS OF, MISDELIVERY OF, OR DAMAGE TO THAT ARTICLE, EVEN IF THIS LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE. THIS SECTION SHALL NOT OPERATE IN SUCH A WAY AS TO LIMIT GIA’S LIABILITY FOR GIA’S ACTS OR OMISSIONS FOR WHICH LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

(4) **Liability for Radioactive Articles; Infringement and Errors in Reports.** GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR (i) ANY LIABILITY, CLAIM, SUIT, ACTION, OR DEMAND FOR PERSONAL INJURY RESULTING FROM EXPOSURE TO A RADIOACTIVE ARTICLE SUBMITTED TO GIA, EVEN IF THE LOSS, DAMAGE, LIABILITY, OR EXPENSE RELATED THERETO WAS CAUSED BY OR RESULTED FROM THE NEGLIGENCE OR OTHER FAULT OF GIA OR ANY OF ITS EMPLOYEES OR AGENTS; (ii) ANY THIRD PARTY CLAIM, SUIT, ACTION, OR DEMAND ALLEGING THAT AN ARTICLE INFRINGES A THIRD PARTY’S PATENT(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S); OR (iii) ANY ERROR IN OR OMISSION FROM A REPORT, THE ISSUANCE OR USE OF A REPORT, AND/OR AN INSCRIPTION, INCLUDING, WITHOUT LIMITATION ANY ERROR IN OR OMISSION FROM A REPORT CAUSED BY GIA, ITS EMPLOYEES OR AGENTS, OR OTHERS. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE INCURRED BY GIA (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF, RELATED TO OR RESULTING FROM (i) OR (ii) ABOVE OR ANY INSCRIPTION CLIENT REQUESTS TO BE INCLUDED ON AN ARTICLE. CLIENT HEREBY RELEASES AND DISCHARGES GIA AND ITS EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, ACTIONS, AND DEMANDS, INCLUDING, WITHOUT LIMITATION, LIABILITY, CLAIMS, SUIT, ACTIONS, AND DEMANDS FOR THE NEGLIGENCE OR OTHER FAULT OF GIA OR ANY OF ITS EMPLOYEES OR AGENTS FOR (iii) ABOVE. THE DISCLAIMERS, LIMITS ON LIABILITY AND RELEASES SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS SECTION SHALL NOT OPERATE IN SUCH A WAY AS TO LIMIT GIA’S LIABILITY FOR GIA’S ACTS OR OMISSIONS FOR WHICH LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

(5) **Limitations of Liability.** CLIENT AGREES THAT GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WITH RESPECT TO OR ARISING UNDER OR RELATED TO THIS AGREEMENT, THE SERVICES OR A REPORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR GIA’S OBLIGATION TO PAY CLIENT THE INSURANCE PROCEEDS REFERENCED ABOVE, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF GIA EXCEED THE PRICE OF THE SERVICES PROVIDED BY GIA TO CLIENT FOR WHICH LIABILITY ARISES. THE LIMITATIONS ON LIABILITY IN THIS AGREEMENT (i) SHALL APPLY TO ANY AND ALL CLAIMS AND CAUSES OF ACTION, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE; AND (ii) SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT. CLIENT AGREES THAT GIA IS NOT OBLIGATED TO DEFEND, INDEMNIFY, OR HOLD CLIENT HARMLESS IN CONNECTION WITH ANY THIRD PARTY CLAIMS, SUITS, OR ACTIONS BROUGHT AGAINST CLIENT. THE PARTIES HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND THE REMEDIES SET FORTH IN THIS AGREEMENT AND FIND SUCH ALLOCATION AND REMEDIES TO BE REASONABLE, AND AGREE THAT THE FOREGOING LIMITATION AND THE OTHER LIMITATIONS IN THIS AGREEMENT ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THIS SECTION SHALL NOT OPERATE IN SUCH A WAY AS TO LIMIT GIA’S LIABILITY FOR GIA’S ACTS OR OMISSIONS FOR WHICH LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

(6) **Client Payment Responsibilities.** CLIENT AGREES THAT IT IS SOLELY AND FULLY RESPONSIBLE FOR (i) ALL ARTICLES SUBMITTED TO GIA BY OR FOR CLIENT OR BY OR FOR ANY CLIENT AFFILIATE USING CLIENT’S GIA CLIENT NUMBER, (ii) ALL AMOUNTS AND FEES CHARGED FOR THE SERVICES PERFORMED FOR SUCH ARTICLES, (iii) PAYING TO GIA THE BALANCE OF CLIENT’S ACCOUNT FOR SUCH AMOUNTS AND FEES AND (iv) PAYMENT OF LATE FEES OF 1.5% PER MONTH (OR, IF APPLICABLE, THE MAXIMUM AMOUNT PERMITTED BY LAW, WHICHEVER IS LESS) ON ALL AMOUNTS NOT PAID WHEN DUE FROM THE DUE DATE UNTIL PAID IN FULL.

Client will pay the then-current GIA prices for Services either (1) prior to Articles being delivered to GIA, (2) at the time Articles are delivered to GIA or (3) at the time Articles are returned and Reports are provided to Client (e.g., after Services have been performed), in each case, as specified by GIA. Alternatively, if GIA has granted Client credit terms, then

GIA will invoice Client following performance of Services, and Client shall pay all invoiced amounts pursuant to the payment terms specified in the invoice. In addition, if Client submits Articles to a GIA Lab Direct Program Participant for submission to GIA for the performance of Services, then GIA may invoice the price due for such Services to the GIA Lab Direct Program Participant and such GIA Lab Direct Program Participant may pay such prices. In such event, Client will pay to the GIA Lab Direct Program Participant the prices for the Services as agreed between Client and the GIA Lab Direct Program Participant. Client acknowledges that Client is responsible for payment of all such prices for such Services if the Lab Direct Program Participant does not pay GIA for such Services, including without limitation whether or not Client paid the GIA Lab Direct Program Participant.

Unless otherwise indicated by GIA in writing, all prices are listed in U.S. Dollars. Clients will be invoiced in the currency of the country where GIA received the Articles from Client. The invoice will convert the U.S. Dollar price into such currency using the exchange rate at the time the Services for an Article are completed. Such exchange rate will be determined by GIA in good faith from time to time based on prevailing exchange rates quoted by a national bank selected by GIA or published by an international financial publication selected by GIA. Client should contact GIA for current exchange rate information.

Client shall make payment in the currency specified by GIA at the time of payment or on the invoice.

Client shall apply for foreign exchange if required by applicable local law to assure that all payments may be made in the currency specified by GIA.

If Client fails to timely pay any amounts owed to GIA under this Agreement and if Client provided to GIA a credit card number, then Client hereby authorizes GIA to charge such credit card such amounts that Client has failed to timely pay. In addition, in the event of such failure to timely pay GIA, GIA may in its discretion and notwithstanding anything to the contrary in this Agreement, withhold/retain Articles and/or Reports until GIA has received payment from Client of all applicable fees.

GIA's prices are exclusive of transportation, insurance costs, duties, tariffs and taxes including without limitation stamp duties and value added taxes (VAT) and use, sales, property (ad valorem) and other taxes. Client agrees to pay all such transportation, insurance costs, duties, tariffs and taxes.

GIA may change its prices for Services and Reports from time to time.

Any estimate of the price for a Service is only an estimate and is based on the exchange rate in effect at the time of the estimate. The price payable by Client for Services will be the actual price determined after the Services have been performed by GIA and the applicable exchange rate has been applied. If Client paid for Services (1) prior to Articles being delivered to GIA or (2) at the time Articles are delivered to GIA, then Client will pay the estimated prices. If the estimated price paid by Client is less than the actual price, Client will pay the difference. If the estimated price paid by Client was greater than the actual price, then Client will be entitled to a refund or a credit.

(7) Irradiated Articles, Rough or Partially Rough Diamonds, and GIA's Compliance with Laws. Client acknowledges that certain governmental regulatory agencies, committees, boards and entities regulate, license, and set standards for the handling of irradiated Articles and that GIA endeavours to comply with all such regulations. If GIA determines that an Article has a level of radioactivity in excess of such standards, GIA will notify Client of that fact and GIA will follow GIA's then-current procedures for handling irradiated Articles, including endeavouring to comply with the requirements of the applicable regulatory bodies. **CLIENT ACKNOWLEDGES AND AGREES THAT GIA MAY NOT BE PERMITTED TO RETURN TO CLIENT AN ARTICLE WHILE THE ARTICLE HAS A LEVEL OF RADIOACTIVITY IN EXCESS OF SUCH STANDARDS, THAT GIA MAY BE OBLIGATED TO TRANSFER THE ARTICLE TO AN ENTITY AUTHORIZED TO RECEIVE IRRADIATED ARTICLES, AND THAT GIA WILL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO SUCH ARTICLE. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT GIA MAY NOT BE PERMITTED TO RETURN A ROUGH OR PARTIALLY ROUGH DIAMOND TO CLIENT IF CLIENT DID NOT SEND THE ARTICLE TO GIA OR TO A GIA LAB DIRECT PARTICIPANT WITH THE REQUIRED KIMBERLEY PROCESS DOCUMENTATION AND/OR THE CLIENT DID NOT FOLLOW THE REQUIRED PROCESS IN RELATION TO THE ARTICLE, AND THAT IN SUCH EVENT GIA MAY BE OBLIGATED TO NOTIFY AND DELIVER THE ARTICLE TO THE APPROPRIATE GOVERNMENT AGENCY. IN SUCH EVENT GIA WILL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO SUCH ARTICLE AND CLIENT'S ONLY RECOURSE IS WITH THE GOVERNMENT OR TRADE ORGANIZATION IN RECEIPT OF SUCH NOTIFICATION AND/OR ARTICLE AND CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM THE RESULTS OF SUCH NOTIFICATION AND FROM THE DELIVERY OF SUCH ARTICLE TO THE GOVERNMENT OR TRADE ORGANIZATION.** In addition, GIA's compliance with any other laws, regulations, or court orders regarding Articles will not be a breach of this Agreement (or any other agreement) by GIA.

(8) Treated and Processed Articles. Client agrees that (i) GIA may test an Article (including without limitation chemical analysis or other laser ablation techniques) to determine if the Article is natural, synthetic or whether it has been treated or processed, even if Client did not request such testing as a part of the Services, and (ii) GIA may, in its discretion, include an Inscription on any Article that GIA reasonably believes to be synthetic, treated, or processed specifying the results of such GIA testing, even if Client did not request such

Inscription as a part of the Services and Client hereby agrees to pay for any such Inscription, even though not requested by Client when the Article was initially delivered to GIA. If Client submits an Article to GIA and does not disclose to GIA in writing at the time of submission that such Article is synthetic or that it has been treated or processed, GIA may, at its discretion, notify law enforcement agencies, the World Federation of Diamond Bourses or any local bourses, or other appropriate government or trade organizations of the submission and GIA may retain and turn over the Article at the request of such agency or organization for further investigation. In such an event, Client's only recourse is with the government or trade organization in receipt of such notification and/or Article and **CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM THE RESULTS OF SUCH NOTIFICATION AND FROM THE DELIVERY OF SUCH ARTICLE TO THE GOVERNMENT OR TRADE ORGANIZATION.** Client acknowledges that, (a) the testing techniques and the technology used by GIA for testing Articles for synthetics, treatments, processing, and the like are subject to change, evolving and include certain subjective elements, and (b) the ways in which an Article might be treated or processed are changing and dynamic and are becoming more sophisticated. As a result, it might not be possible in all cases to determine whether an Article has been processed or treated using GIA's then-current techniques and technology and GIA makes no representations or warranties to Client in this regard. GIA shall not have any liability to Client or any third party for GIA's failure to detect whether an Article has been processed or treated or for GIA's inaccurate determination that an Article was treated or processed. If Client submits an Article to GIA and does not disclose to GIA in writing at the time of submission that such Article is synthetic or that it has been treated or processed, then GIA may, in its discretion, charge Client GIA's then-current fees in accordance with GIA's then-current fee structure/schedule for testing the Article to determine if it is synthetic, treated, or processed. Client agrees to pay all such fees. GIA may change such fees or the method for determining such fees from time to time in its discretion. Upon Client's request, GIA will provide to Client the then-current fees and fee schedule for such testing. **CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE INCURRED BY GIA (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RELATED TO OR RESULTING FROM THIRD PARTY CLAIMS THAT AN ARTICLE SUBMITTED BY CLIENT IS SYNTHETIC, TREATED, OR PROCESSED WHEN CLIENT DID NOT DISCLOSE TO GIA IN WRITING AT THE TIME OF SUBMISSION THAT SUCH ARTICLE WAS SYNTHETIC, TREATED, OR PROCESSED.**

(9) Law Enforcement Requests and Competing Claims of Ownership. Client acknowledges that in connection with the performance of certain Services, GIA may map an Article. Client further acknowledges that, from time to time, (a) domestic and/or international law enforcement agencies might provide GIA with notice that a particular Article was stolen or is of other interest to the law enforcement agency, or (b) a third party might provide GIA with notice that a particular Article was stolen or may be owned by a third party. If GIA receives an Article with a similar map as the Article that is the subject of such notice from a law enforcement agency or a third party, then, notwithstanding anything to the contrary in this Agreement, GIA may, and is hereby authorized to, hold such Article and inform the applicable law enforcement agency and/or any interested third party with a competing claim of ownership. GIA will comply with any and all requests from a law enforcement agency and orders or directives from any court having jurisdiction over GIA regarding the ownership, holding or other disposition of such Article. GIA may provide to the law enforcement agency the Article and the name and address of the Client, or provide to the third party the name and address of Client. GIA may require Client or the third party to obtain a court order or directive from law enforcement with respect to GIA's disposition or return of the Article. GIA will have no liability to Client in connection with GIA's compliance with any request from a law enforcement agency, court order or directive, or otherwise in connection with its actions under this Section. The terms in this Section shall survive the termination of this Agreement.

(10) Client Warranty and Compliance with Laws. Client represents, warrants and undertakes to GIA that Client is an entity validly existing under applicable laws or a natural person, in each case with all necessary right, title, license and authority under the laws of the countries and regions in which Client conducts business, to enter into this Agreement and to perform all Client's obligations hereunder and that Client's performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance.

Client will comply with all laws and regulations applicable to Client. Without limiting the foregoing, Client will comply with (i) all laws and regulations of the countries or regions where Client is registered, incorporated and/or located, (ii) all laws and regulations that govern the operation, export, import, exit and entry of Articles and jewelry products to/from any territory or country, including without limitation the United States of America's Tom Lantos Block Burmese JADE (Junta's Anti-Democratic Efforts) Act of 2008, prohibiting the import into the United States (including the several States, the District of Columbia, and any commonwealth, territory, or possession of the United States) of jadeite and rubies mined or extracted from Burma and articles of jewelry containing jadeite or rubies mined or extracted from Burma and (iii) all foreign exchange laws and regulations.

Client shall not, directly or indirectly, make, offer or agree to make or offer on behalf of GIA or otherwise, any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind, for the benefit of or at the direction of any candidate, committee, political party, political function or government or government subdivision, or any individual elected, appointed or otherwise designated as an employee or officer thereof, for the purposes of influencing any act or

decision of such entity or individual or inducing such entity or individual to do or omit to do anything in order to obtain or retain business or other benefits in violation of the United States Foreign Corrupt Practices Act.

CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE RELATED TO CLIENT'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW IN ITS PERFORMANCE OF THIS AGREEMENT. GIA MAY, IN ITS DISCRETION, REFUSE TO PERFORM SERVICES FOR CERTAIN ARTICLES AND FOR CERTAIN CLIENTS. IN SUCH EVENT, GIA WILL, UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, RETURN THE ARTICLES TO CLIENT AS DESCRIBED IN THIS AGREEMENT.

(11) **No Warranties.** GIA will not be liable to Client if GIA is not able to perform the Services because of the nature of the Article or the Service, in which case Client will not be obligated to pay for the unperformed Services. GIA will not be liable to Client for delays in completing the Services because of the nature of the Article or Services or otherwise. Any completion or delivery dates quoted by GIA personnel receiving Articles or otherwise are non-binding estimates only. Client further acknowledges that (i) a Report is not a guarantee, valuation, or appraisal, and may not be referred to as such, (ii) GIA does not give economic valuations of Articles, (iii) GIA makes no representation or warranty whatsoever regarding the Services, a Report, the information included in or excluded from a Report, a GIA Inscription or other pre-existing inscription or markings, or an Article, (iv) a Report contains only a description of the results of the Services performed by GIA on an Article using the techniques and equipment deployed by GIA at the time such Services were performed, provided however, that Reports may or may not, in GIA's discretion, include a summary or description of any GIA Inscriptions or other pre-existing inscription or markings included on an Article, including without limitation that the inscription was pre-existing, (v) the results of the Services performed by GIA on an Article may differ from the results of similar services performed on the same Article by others depending upon when, how, and by whom such services were performed, the then-current state of the technology used for such services, and may differ in the future as a result of changes and improvements in techniques and equipment, (vi) a GIA Inscription or other pre-existing inscription or markings does not guarantee the identification, quality, origin or source, of an Article because, among other reasons, third parties might inscribe an Article and any GIA Inscription or other pre-existing inscription or markings may be removed by polishing, and (vii) notwithstanding any other terms in this Agreement (including Section (8) above) the trademark, service mark, logo, words, characters, or other symbols of any GIA Inscription or other pre-existing inscription or markings, other than a GIA Report number, or a GIA trademark, service mark, or logo, are solely determined by and attributable to Client and are neither attributable to nor an indication of any determination by GIA. If Client requests an Inscription on an Article, then Client represents and warrants to GIA that Client has the right to have GIA inscribe any requested trademark, service mark, logo, words, characters, or other symbols comprising such Inscription on the Article. In addition, GIA may refuse to include an Inscription on an Article as requested by Client if GIA believes in its discretion that such Inscription would be misleading or that it would violate any applicable laws or other legal requirements. GIA SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. CLIENT FURTHER AGREES THAT NO INFORMATION INCLUDED ON GIA'S WEBSITE OR IN GIA'S INFORMATIONAL OR PROMOTIONAL MATERIALS OR COMMUNICATED VERBALLY BY GIA SHALL BE DEEMED A REPRESENTATION OR WARRANTY BY GIA. THE DISCLAIMERS SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Client hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity.

(12) **Duplicate Reports.** If a third party requests a summary of Report information or a copy or duplicate of a Report for an Article that was last submitted to GIA by Client for grading or other Services (including without limitation any Articles submitted by Client prior to the date of this Agreement), then GIA may, in its discretion, issue such a summary of Report information or a copy or duplicate of the Report. GIA may charge the third party certain fees for summaries of Report information and copies or duplicates of Reports, as determined by GIA in its sole discretion.

(13) **No Licenses.** The provision of the Services by GIA does not convey any license, expressly or by implication, estoppel or otherwise, under any GIA patent, copyright, trademark, or other intellectual property right. GIA expressly reserves all its rights under such intellectual property rights. Client agrees not to misuse, in the judgment of GIA, any trade name, trademark, or service mark of GIA or the Gemological Institute of America. Although GIA is not hereby authorizing or licensing any use of any trade name, trademark, or service mark, GIA shall not consider misuse to include "fair use" in advertising, e.g., stating that Client sells gems accompanied by GIA Reports which describe the gems' characteristics, so long as such advertising is not deceptive, misleading and does not violate any applicable law. CLIENT SHALL INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE ARISING FROM CLIENT'S DECEPTIVE, MISLEADING OR UNLAWFUL ACTIONS. Misuse includes, without limitation, advertising, publicity, or promotion which implies, in any way, that Client, its products, or its services are sold or sponsored or approved by GIA, or which expresses or implies that a GIA Report is anything other than a description of certain characteristics

of a specific Article. Furthermore, Client agrees to be bound by the terms and conditions of GIA's then-current "Advertising Usage Guidelines" as set forth on GIA's website at www.gia.edu.

(14) **Client's Authorized Representatives.** Subject to Client complying with GIA's then-current policies and procedures, Client may designate one or more individuals as authorized to submit Articles to GIA on behalf of Client and/or request Services from GIA and/or sign Receipts for and take delivery of Articles being returned to Client by GIA (collectively, the "Delegated Acts"). For the avoidance of doubt, Client is responsible for the actions of everyone who performs Delegated Acts under Client's unique GIA client number. Client shall provide GIA with a list of authorized individuals, which list shall act as an authorization from Client to such individuals to perform the Delegated Acts on behalf of Client. GIA may charge Client's account for any Services requested by any such authorized individuals. In addition, Client hereby authorizes GIA to deliver each Article submitted by Client to any person presenting the Receipt for that Article, which Receipt shall act as an authorization from Client to such person to take delivery of Client's Article(s); unless written notice to the contrary has been received by GIA prior to such delivery. GIA may charge Client additional fees for delivery of Articles to persons or entities not presenting a Receipt, and Client agrees to pay all such fees. All acts or omissions of the individuals so authorized by Client as aforementioned shall be deemed to be the acts of Client, and Client shall remain primarily liable for the acts or omission of such individuals. Client will be solely responsible for any loss or damage to any Articles delivered by GIA as described in this Agreement and GIA will not have any liability or responsibility for any such loss or damage.

(15) **Return of Articles and Delivery of Reports.** Client agrees that GIA may return all Articles delivered to GIA and deliver the Reports to Client together with the Articles by using the same carrier and insured for the same value declared by Client in shipping said Articles to GIA, if such insurance is available through said carrier. Client agrees that GIA will only insure registered mail parcels to a maximum of US \$25,000. Client further agrees to pay all costs of shipment and insurance to and from GIA as well as customs duties incurred in the country or region Client is located, if any, and that GIA shall not be responsible or liable for loss of or damage to any Article if shipped in accordance with this paragraph or with Client's express written instructions. All claims for loss or damage during transit shall be filed by Client against the carrier and no carrier shall be deemed an agent of GIA. GIA may make partial shipment of Articles and Reports to Client. Client shall solely assume the risk if any Article is confiscated or otherwise disposed of by applicable governmental authorities (including but not limited to Customs authorities) of the country or region where Client is located due to (i) Client's failure to provide the required permission, license or certification, (ii) Client's failure to pay the applicable Customs duty for the entry of Articles to the country or region, or (iii) any other reason. Notwithstanding the foregoing, GIA is entitled to withhold/retain Articles and/or Reports until GIA has received payment from Client of all applicable fees payable to GIA. Notwithstanding anything to the contrary in this Agreement, GIA may, in its discretion, refuse to perform Services for certain Articles and Services for certain Clients, and in such event, GIA will, unless otherwise prohibited by applicable law, return the Articles to Client as described in this Agreement.

(16) **Client Password.** GIA may provide to Client a user name/identification and/or password to enable Client to supply information to GIA related to this Agreement (collectively, the "Password"). Client is solely responsible for maintaining the confidentiality and security of Client's Password. Client should not reveal the Client's Password to anyone. Client is solely responsible and liable for all activities that occur on or through Client's Password whether or not authorized by Client. Client will indemnify and hold harmless GIA for any losses, damages and liabilities arising from all such uses of the Client Password. Client will immediately notify GIA of any unauthorized use of Client's Password or any other breach of security. GIA shall not be responsible for any losses arising out of the authorized or unauthorized use of Client's Password and GIA may rely on instructions given to GIA when Client's Password is presented to GIA in connection with a request.

(17) **GIA's Mission and Licenses.** Client understands and agrees that GIA's mission is to ensure the public trust in gems and jewelry worldwide through, among other things, gemological services and research. Therefore, Client agrees that GIA may (i) include the results of the Services in its research database, (ii) use such results for research and other purposes related to GIA's mission, and (iii) photograph Articles and use such photographs for GIA's purposes related to GIA's mission. Client hereby waives any intellectual property claims, suits, or actions, if any, it may have against GIA in the results of the Services or such photographs.

(18) **Business Ethics.** Client has reviewed the Code of Conduct and Professional Ethics (the "Code") that currently applies to all employees of GIA, which is posted on GIA's website. In all transactions with GIA and in all interactions with GIA personnel, Client agrees to comply fully with all provisions of the Code and to conduct business in accordance with the values enunciated therein.

(19) **Statute of Limitations and Waiver of Jury Trial.** Notwithstanding any longer statute of limitations period provided under applicable law, no cause of action, claim, or suit relating to this Agreement, an Article or any Service or the relationship of the parties under this Agreement, whether sounding in contract, tort, or otherwise, may be brought or commenced more than twelve (12) months after the date such action, claim, or suit

accrued. The foregoing shall not apply if applicable law precludes the shortening of the applicable statute of limitations period as described above. If applicable law allows the shortening of the statute of limitations period but not to the 12-month period specified above, then the period specified above shall be deemed amended to the shortest period authorized by the applicable law. In addition, to the extent permitted by applicable law, if a party does not bring or commence the necessary suit, action or legal proceeding within twelve (12) months from the date of accrual of such action or claim, then such party will be deemed to have forfeited its right in respect thereof. To the extent jury trials are permitted under applicable law, each party hereby waives, to the maximum extent permitted by applicable law, its right to a jury trial in connection with any cause of action, claim, or suit arising out of or related to this Agreement. The foregoing shall constitute the written consent of each party to waive its right to a jury trial and either party may file a copy of this Agreement with the court as evidence of such written consent.

(20) **Attorneys Fees.** Should GIA retain attorneys to recover any amounts due under this Agreement, whether or not suit is filed, or to represent GIA in connection with any legal proceeding involving a Report and GIA is not a party to such suit and Client is a party, then Client agrees to pay GIA, in addition to any other amounts due, GIA's attorneys' fees, costs, and other expenses thus incurred.

(21) **Reports and Invoice Terms; and Client's Purchase Orders.** Client agrees that the terms and conditions included in any Receipt issued by GIA to Client and in GIA's invoice/packing slip for Services are incorporated into this Agreement by this reference. The terms in this Agreement supersede any inconsistent terms in a Report. Any inconsistent or additional terms included in Client's purchase order(s) or other document(s) shall be of no force or effect unless expressly assented to in a writing signed by an authorized representative of GIA.

(22) **Amendment; Waiver; Severability.** This Agreement may be amended only by a written amendment that is signed by the authorized representatives of both parties. No provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No waiver of a breach of this Agreement will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing without GIA's written consent. No representation, promise or condition not expressly provided in writing and signed by authorized representatives of Client and GIA shall be binding on either party.

(23) **Term and Termination.** This Agreement is effective on the Effective Date and shall terminate on the date Client signs a subsequent Client Agreement. Either party may terminate this Agreement upon 30 days prior written notice, provided that this Agreement shall apply to any Services being provided as of the date of such notice and any Services requested after the date of such notice if the parties have not entered into a new Client Agreement. Client's obligation to indemnify GIA as provided in this Agreement shall survive termination of this Agreement.

(24) **Governing Law.** Client has read this Agreement and agrees that this Agreement, any Dispute (as defined below) arising under or which is related to this Agreement (whether in contract, tort, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of the United States of America and the State of California, USA without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement. The terms of this Section shall apply unless otherwise provided in an applicable Exhibit.

(25) **English Language.** This Agreement is prepared and executed in the English language and the English version shall control over any translation of this Agreement into any other language. All proceedings related to this Agreement shall be conducted in the English language.

(26) **Forum Selection; Arbitration.** The terms of this Section shall apply unless otherwise provided in an applicable Exhibit. Client hereby consents and submits to the personal jurisdiction and venue of the state and federal courts located in New York, New York and San Diego, California, United States of America for all disputes, suits, actions, and claims ("Disputes") related to or arising out of this Agreement. If Client is located in the United States, the jurisdiction of such courts shall be exclusive. Client agrees that it may not seek resolution of Disputes in any court other than the courts specified above. If Client is located outside the United States, then, except as provided below, all Disputes shall be resolved by binding arbitration as provided in this Section. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All Disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding

(i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules ("Rules") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom. The appointing authority shall be the American Arbitration Association ("AAA") and the case shall be administered by AAA in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules." Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation, and such court shall enter forthwith an order confirming such decision or award. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its attorneys' fees and related costs arising out of any Dispute under this Agreement, whether resolved by arbitration or in a court specified above. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Los Angeles, California, United States of America. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the appointing authority. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from one or more of the courts with jurisdiction as provided in this Section.

(27) **Entire Agreement; Facsimile/PDF Signatures.** This Agreement supersedes all previous and contemporaneous agreements, representations, discussion, and understandings between Client and GIA regarding the matters described herein. A facsimile or PDF transmission of the executed signature page of this Agreement, any form or document attached hereto, referenced herein or otherwise submitted to GIA by Client shall constitute due and proper execution hereof and thereof by Client.

(28) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when actually delivered; (ii) by overnight courier, upon written verification of receipt; (iii) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the address set forth on the first page of this Agreement for GIA, and to the address set forth in the signature block below for Client, or at such other address as such party may designate by reasonable advance written notice to the other party hereto.

(29) **Subcontracting; Assignment; Successors.** GIA may subcontract the performance of the Services to GIA affiliates. Client may not assign this Agreement to any third party without the written consent of each GIA entity. GIA may assign this Agreement, including without limitation to its affiliates. This Agreement shall bind and inure to the benefit of the successors and assigns of GIA.

(30) **Force Majeure.** GIA shall not be liable for non-performance or delays, under any circumstances, which occur due to any causes beyond its reasonable control, including without limitation, flood, fire, earthquake, other weather related events, acts of terrorism or government actions.

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KIMBERLEY PROCESS AND SYSTEM OF WARRANTIES CERTIFICATION

The Kimberley Process is a government sponsored international certification scheme that regulates the trade in rough diamonds. Its aim is to prevent the trade in conflict diamonds, while helping to protect the legitimate trade in rough diamonds. Generally, the Kimberley Process seeks to control the export and import of rough diamonds across international borders, requiring rough diamonds mined after January 1, 2003 to be shipped in tamper-resistant containers accompanied by "Kimberley Process Certificates."

By signing below Client hereby represents, warrants and covenants under penalty of perjury that Client is aware of The Kimberley Process laws in the countries in which Client does business and that Client is and will during the term of this Agreement continue to be in full compliance with such laws.

The System of Warranties is a voluntary system which requires participating buyers and sellers of rough, polished and mounted diamonds (i) to make the following affirmative statement on all invoices for diamonds, (ii) to maintain certain records regarding such statement and (iii) to audit the flow of warranties made to and by sellers.

"The diamonds herein invoiced have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations Resolutions. The undersigned hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds."

Check one:

Client does participate in the System of Warranties. By signing below Client represents, warrants and covenants under penalty of perjury that Client is in full compliance with the requirements of the System of Warranties.

Client does not participate in the System of Warranties. If you are a member of the gem and jewelry industry, please provide reason(s) for not participating in the System of Warranties:

Person Completing the Form

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company Name: _____ Email Address: _____

Phone: _____ Fax: _____

Please return this form to:

GIA Laboratory

After signing page 6, Client to return GIA copy to the GIA Laboratory.

KIMBERLEY PROCESS AND SYSTEM OF WARRANTIES CERTIFICATION

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Person Completing the Form

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company Name: _____ Email Address: _____

Phone: _____ Fax: _____

Please return this form to:

GIA Laboratory

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USA PATRIOT ACT COMPLIANCE CONFIRMATION FORM

The USA Patriot Act requires certain segments of the gem and jewelry industry to implement anti-money laundering compliance programs. In the spirit of maintaining the best practices in corporate governance, check the appropriate box below and complete the information requested. You represent and warrant that the information provided below is complete and accurate for the duration of this Agreement. You agree to update the information below at such time as it is no longer complete or accurate.

Check one:

- Individual or company in the gem and jewelry industry. Complete and sign the form below.
- Individual public consumer seeking GIA services for personal use. Complete section 5 only.

1. Company Information

Company Name: _____ Trading Name (if different): _____
Street Address: _____ Postal Address: _____
City, State/Province, Postal Code: _____ Country: _____
Phone: _____ Email Address: _____

2. Government Issued Identification Numbers (If not available, please complete Section 2A.)

Tax Identification Numbers: _____ Issuing Body or Agency: _____

2A. If Tax Identification Numbers are not available

Social Security Number or Passport Number of Principals: _____ Name: _____ Issuing Body or Agency: _____

3. Business Licenses

License Number: _____ Type of License: _____ Issuing Body or Agency: _____

4. Does or will the company have a USA Patriot Act Compliance Program? Yes No

If yes, Contact Person for Compliance Program:

Name: _____ Title: _____
Phone: _____ Email Address: _____
Fax: _____

If no, state the reason: _____

5. Name of Person Completing the Form

Signature: _____ Print Name: _____ Date: _____
Title: _____ Email Address: _____
Company Name: _____ Fax: _____

**Please return this form to:
GIA Laboratory**

GIA Office Use Only

Received By: _____ Date: _____ Entered By: _____ Date: _____ Client #: _____

After signing page 7, Client to return GIA copy to the GIA Laboratory.

USA PATRIOT ACT COMPLIANCE CONFIRMATION FORM

The **USA Patriot Act** requires certain segments of the gem and jewelry industry to implement anti-money laundering compliance programs. In the spirit of maintaining the best practices in corporate governance, check the appropriate box below and complete the information requested. You represent and warrant that the information provided below is complete and accurate for the duration of this Agreement. You agree to update the information below at such time as it is no longer complete or accurate.

Check one:

- Individual or company in the gem and jewelry industry. Complete and sign the form below.
 Individual public consumer seeking GIA services for personal use. Complete section 5 only.

1. Company Information

Company Name: _____ Trading Name (if different): _____
Street Address: _____ Postal Address: _____
City, State/Province, Postal Code: _____ Country: _____
Phone: _____ Email Address: _____

2. Government Issued Identification Numbers (If not available, please complete Section 2A.)

Tax Identification Numbers: _____ Issuing Body or Agency: _____

2A. If Tax Identification Numbers are not available

Social Security Number or Passport Number of Principals: _____ Name: _____ Issuing Body or Agency: _____

3. Business Licenses

License Number: _____ Type of License: _____ Issuing Body or Agency: _____

4. Does or will the company have a USA Patriot Act Compliance Program? Yes No

If yes, Contact Person for Compliance Program:

Name: _____ Title: _____
Phone: _____ Email Address: _____
Fax: _____

If no, state the reason: _____

5. Name of Person Completing the Form

Signature: _____ Print Name: _____ Date: _____
Title: _____ Email Address: _____
Company Name: _____ Fax: _____

**Please return this form to:
GIA Laboratory**

..... **GIA Office Use Only**

Received By: _____ Date: _____ Entered By: _____ Date: _____ Client #: _____

After signing page 7, Client to return GIA copy to the GIA Laboratory.

EXHIBIT INDIA

(1) **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of India, and subject to the arbitration clause below, the appropriate courts of law in Mumbai alone shall be the courts of competent jurisdiction. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement.

(2) **Arbitration**

(2.1) If any dispute arises between any of the parties hereto or inter se the parties, during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by one party hereto has been legitimate, the disputing parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts which attempt shall continue for not less than 15 [fifteen] days, gives 7 [seven] days notice thereof to the other party in writing.

(2.2) All disputes, differences or claims arising out of or in connection with this Agreement including, without limitation, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be resolved by binding arbitration. The venue for such arbitration shall be Mumbai and all proceedings shall be conducted in the English language. The arbitrator or arbitrators shall be appointed and such arbitration shall be conducted in accordance with the then effective rules of conciliation and arbitration of The Arbitration and Conciliation Act, 1996, which rules, except as otherwise specifically provided, are deemed to be incorporated by reference into this Section. A party seeking to commence arbitration under this Section shall first serve a written notice (an **"Arbitration Notice"**), specifying the matter or matters to be so submitted to arbitration, on the other parties hereto. All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, be consolidated and determined in the same arbitration proceeding. Deposits to cover the costs of arbitration shall be shared equally by the parties thereto. The award rendered by the arbitrator or arbitrators shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties shall bear such costs or in what proportions such costs shall be borne by the parties hereto. The award rendered by the arbitrator or arbitrators shall be final and conclusive on all parties to this Agreement, whether or not such parties have taken part in the arbitration, and shall be subject to forced execution in any court of competent jurisdiction.

(2.3) All disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The arbitrator(s) may not award punitive damages or other damages precluded in this Agreement. The arbitrator(s) may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. All arbitration proceedings undertaken pursuant to this Exhibit and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrator(s) shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

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EXHIBIT THAILAND

(1) **Governing Law.** Any Dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of Thailand, without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement.

(2) **Forum Selection; Arbitration.** Client hereby consents that all disputes, suits, actions, and claims (“Disputes”) related to or arising out of this Agreement shall be referred by Client and GIA to arbitration for settlement as provided in this Section. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All Disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable rules of the Thai Arbitration Institute (“Rules”) shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom. The appointing authority shall be the Thai Arbitration Institute, Ministry of Justice and the case shall be administered by the Thai Arbitration Institute according to the Rules. Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation, and such court shall enter forthwith an order confirming such decision or award. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Bangkok, Thailand. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

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EXHIBIT BOTSWANA

(1) **Governing Law.** Any Dispute arising under or which is related to this Agreement (whether in contract, tort (delict), or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of Botswana, without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement.

(2) **Forum Selection; Arbitration.** Client hereby consents that all disputes, suits, actions, and claims (“**Disputes**”) related to or arising out of this Agreement shall be referred by Client and GIA to arbitration for settlement as provided in this Section. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All members of the panel must be members of the Botswana Institute of Arbitrators. All Disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable rules of the Botswana Institute of Arbitrators (“**Rules**”) shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom. The appointing authority shall be the Botswana Institute of Arbitrators and the case shall be administered by the Botswana Institute of Arbitrators according to the Rules. Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation, and such court shall enter forthwith an order confirming such decision or award. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Gaborone, Botswana. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

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EXHIBIT SOUTH AFRICA

(1) **Governing Law.** Client has read this Agreement and agrees that this Agreement, any dispute arising under or which is related to this Agreement (whether in contract, delict, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of the Republic of South Africa. Subject to the arbitration provisions below, the parties hereby consent and submit to the non-exclusive jurisdiction of the Witwatersrand Local Division of the High Court of the Republic of South Africa in any dispute arising from or in connection with this Agreement. The parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-client scale.

(2) **Arbitration.**

In the event of there being any dispute or difference between the parties arising out of this Agreement, the said dispute or difference shall on written demand by either party be submitted to arbitration in Johannesburg in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA"), which arbitration shall be administered by AFSA.

Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.

Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.

Any arbitration in terms of this arbitration clause (including any appeal proceedings) shall be conducted *in camera* and the parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

This arbitration clause will continue to be binding on the parties notwithstanding any termination or cancellation of the Agreement.

The parties agree that the written demand by a party to the dispute in terms of clause 2 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.

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