



# GIA®

## Client Agreement

Patriot Act Compliance Form  
Kimberley Process Certification

5355 Armada Drive | Carlsbad, CA 92008-4602

T: 760-603-4500 | F: 760-603-1814

### GIA Laboratories

Bangkok | Carlsbad | Gaborone

Hong Kong | Johannesburg | Mumbai

New York | Ramat Gan | Tokyo

www.gia.edu

## 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.

This Agreement contains a Dispute Resolution and Arbitration Provision in Section 30 of the Terms and Conditions, including a Class Action Waiver, that affects your rights under this Agreement and with respect to disputes you may have with GIA. If you are a Client located in the United States, you may opt out of the binding individual arbitration and class action waiver as provided in Section 30.

**India.** If Client delivers or ships Articles to GIA India Laboratory Private Limited in India ("GIA 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 for purposes of such Articles and the related Services and the term "GIA" shall mean and be limited to GIA India 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.

**Thailand.** If Client delivers or ships Articles to Gemological Research (Thailand) Co., Ltd. in Thailand ("GIA 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 GIA Thailand for purposes of such Articles and the related Services and the term "GIA" shall mean and be limited to GIA Thailand 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 GIA Thailand.

**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.

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

**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 without limitation 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 without limitation Exhibit Thailand) will be between Client and Gemological Research (Thailand) Co., Ltd.

For the avoidance of doubt, with respect to Client shipments or deliveries of Articles to GIA's take-in window in Dubai and GIA's laboratories in Hong Kong and Israel, this Agreement shall be between the Client and Gemological Institute of America, Inc. and not with GIA's local business entity established in such countries. It is understood that with respect to GIA's laboratory in Israel, the rules of the Ramat Gan Diamond Exchange shall not apply in any manner to this Agreement or to GIA's laboratory; and any and all disputes, suits, actions, and claims related to or arising out of this Agreement shall be resolved **exclusively** pursuant to Section 30 of the Terms and Conditions.

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.

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.

The World's Foremost Authority in Gemology™ Ensuring the Public Trust through Nonprofit Service since 1931

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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.

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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

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

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## 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:

This Agreement contains a Dispute Resolution and Arbitration Provision in Section 30, including a Class Action Waiver, that affects your rights under this Agreement and with respect to disputes you may have with GIA. If you are a Client located in the United States, you may opt out of the binding individual arbitration and class action waiver as provided in Section 30.

(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, including without limitation copies and facsimiles of such reports, eReports and other electronic versions of such reports. An **"eReport"** means the electronic version of a Report that Client may retrieve from GIA's online database of Reports.

**"Services"** means any services performed by GIA, including, without limitation, grading, testing, analyzing, sorting, examining, packaging or sealing, 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.

In addition, if it is GIA's policy to issue a Report for a particular Article (e.g., an Article that GIA believes has been treated), then GIA will issue such Report to Client even if Client did not request such Report and Client will pay the price associated with such 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](http://www.gia.edu) or a copy can be provided upon written request. 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 or any third party to use Client's GIA client number to deliver or ship Articles to GIA that are owned by Client or its Affiliates or request Reports or Services, then this Agreement will apply to such Articles, Reports and Services and in the case of an Affiliate, this Agreement will be binding on such Client Affiliate. Client will cause each such Affiliate and any such third party 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 or any such third party using Client's GIA client number. Client may not authorize a third party to use Client's GIA client number to submit Articles to GIA that are not owned by Client or that Client does not intend to purchase.

If GIA packages Articles in packaging or containers intended to be tamper resistant, GIA does not represent or warrant to Client that such packaging/containers will prevent persons from circumventing the tamper resistant features, including without limitation for purposes of replacing the Article in the container with an inferior or different article. GIA will not be liable to Client or any third party if any such package or container is tampered with, including without limitation replacing the Article in such package or container with a different article. It shall be Client's responsibility to confirm that the Article corresponds to the Report accompanying such Article.

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 (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 Errors in Reports, Infringement, or Radioactive Articles; Indemnity by Client to GIA.** 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 OR IN A REPORT, THE ISSUANCE OR USE OF A REPORT, AND/OR AN INSCRIPTION, INCLUDING, WITHOUT LIMITATION ANY ERROR IN OR OMISSION FROM OR IN A REPORT CAUSED BY GIA, ITS EMPLOYEES OR AGENTS, OR OTHERS. CLIENT AGREES TO DEFEND, WITH COUNSEL SELECTED BY GIA, INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE INCURRED BY GIA (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RELATED TO OR RESULTING FROM (i), (ii) OR (iii) ABOVE, INCLUDING IN CASES OF GIA'S NEGLIGENCE EVEN IF SOLE OR SEPARATE, SIMPLE OR GROSS, OR, IN THE CASE OF ANY INSCRIPTION CLIENT REQUESTS TO BE INCLUDED ON AN ARTICLE. THE DISCLAIMERS, INDEMNITY, AND LIMITS ON LIABILITY 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 WITHOUT LIMITATION 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 UNDER THIS AGREEMENT TO CLIENT FOR WHICH LIABILITY ARISES. THE LIMITATIONS ON LIABILITY IN THIS AGREEMENT (i) SHALL APPLY TO ANY CLAIMS AND CAUSES OF ACTION, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION 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, INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY ANY ARTICLE OWNER, PURCHASER, OR DOWNSTREAM PURCHASER. 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.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CLIENT AGREES THAT IT IS SOLELY AND FULLY RESPONSIBLE FOR (i) ALL ARTICLES SUBMITTED TO GIA 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 or in the local currency in which GIA has laboratory operations. GIA's current business practice is to publish GIA's prices on its laboratory web-site. Clients will be invoiced in the currency of the country where GIA received the Articles from Client, unless otherwise advised by GIA, in GIA's sole discretion. By way of example and without limitation, GIA may issue invoices in U.S. Dollars. For invoices denominated in the local currency, the invoices will be billed based on the local currency prices that have been published by GIA, plus any applicable local taxes that are required to be charged. GIA reviews its US Dollar prices as well as local currency pricing on a periodic basis for consistency between its U.S. Dollar prices and the local currency price and will from time to time make adjustments, as required, to adjust such US Dollar prices and local currency prices based on exchange rate fluctuations and/or other operational and business factors.

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.

In certain cases, GIA may provide an estimate of the price for a Service. 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 without limitation 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 DELIVER THE ARTICLE TO THE APPROPRIATE GOVERNMENT AGENCY OR TRADE ORGANIZATION AND GIA MAY BE OBLIGATED TO NOTIFY OR MAY VOLUNTARILY NOTIFY RELEVANT TRADE ORGANIZATIONS (e.g., WFDB or IDMA). 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 AGENCY 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 AGENCY 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; Breaches of Ethics; and Release.**

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, add 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. 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 (a) 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 and GIA subsequently reasonably suspects or detects that an Article is synthetic or has been treated, or (b) breaches or potentially breaches any ethics or other policies of the World Federation of Diamond Bourses (the "WFDB"), the International Diamond Manufacturers Association ("IDMA"), GIA or any other appropriate government or trade organizations; or, if GIA (1) becomes aware of matters of interest to the diamond and gem industry, and other matters related to the mission of WFDB, IDMA, GIA or any other appropriate government or trade organizations, both now and in the future, or (2) terminates the Agreement, including without limitation, for any of the foregoing reasons (collectively, the "Matters"), then GIA may, at its discretion, (i) notify law enforcement agencies, the WFDB or any local bourses, IDMA, or other appropriate government or trade organizations of such Matters and provide any information, data and documents concerning the Matters, including without limitation, the names, contact information and other personally identifiable information of individuals that have submitted articles to or communicated with GIA on Client's behalf (collectively, the "Information") in GIA's possession requested by such bodies, (ii) make public, via GIA's website or otherwise, the name of such Client in connection with the Matters, and (iii) 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. Client hereby consents to and authorizes GIA to provide WFDB, IDMA, or any other appropriate governmental and trade organization and law enforcement agencies the Information, and consents to and authorizes such organizations to provide the Information to their member organizations.

**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, for GIA's inaccurate determination that an Article was treated, natural, undetermined or processed or for GIA's knowledge of or ability to detect any treatments. 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 DEFEND, WITH COUNSEL SELECTED BY GIA, INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE INCURRED BY GIA (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RELATED TO OR RESULTING FROM THE MATTERS, INCLUDING WITHOUT LIMITATION, FROM THE RESULTS OF ANY NOTIFICATION AND FROM THE DELIVERY OF ANY INFORMATION OR ARTICLE TO THE GOVERNMENT OR TRADE ORGANIZATION, OR ANY THIRD PARTY CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS BROUGHT BY ANY ARTICLE OWNER, PURCHASER, OR DOWNSTREAM PURCHASER WHERE 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 plot a diamond, gem material or other article submitted by Client (i.e., an Article) or by another GIA client. Client further acknowledges that, from time to time, (a) domestic and/or international law enforcement agencies might provide GIA with notice that a particular diamond, gem material or other 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 diamond, gem material or other article was stolen or lost and may be owned by a third party, including another GIA client or any other entity or person in possession of a GIA Report (any such third party being a "Reporting Party" for purposes of this Section 9) (together (a) and (b) are referred to herein as the "Competing Claims of Ownership Matters"). For the avoidance of doubt, Client may be a Reporting Party with respect to diamonds, gem material or other articles submitted to GIA by another GIA client after Client had submitted the item to GIA.

**Competing Claims Matters as to Client Articles.** If GIA receives an Article from Client and such



Article has a similar plot as a diamond, gem material or other article that is the subject of such notice from a law enforcement agency or a Reporting Party, then, notwithstanding anything to the contrary in this Agreement, GIA may, and is hereby authorized to, hold such Article for a reasonable period of time and inform the applicable law enforcement agency and the Reporting Party. GIA will comply with any and all requests from a law enforcement agency, with or without a subpoena or other similar order, and orders or directives from any court having jurisdiction over GIA regarding the ownership, holding or other disposition of such Article or the provision of any Client information in GIA's possession, including the name of Client's customer that claims to be the owner of the Article. GIA may provide to the law enforcement agency the Article and the name and address of Client and Client's customer and GIA may provide to the Reporting Party the name and address of Client and Client's customer, and Client hereby consents to each of the foregoing. If requested by GIA, Client will provide to GIA the name of Client's customer that Client believes to be the owner of the Article. GIA may require Client or the Reporting Party to obtain a court order or directive from law enforcement regarding the disposition or return of the Article, and Client hereby acknowledges and agrees that GIA may itself obtain a court order or directive from law enforcement, with respect to GIA's disposition or return of the Article. If the law enforcement agency informs GIA in writing that the agency has terminated its investigation, and that the agency does not intend to seize the Article (the "Agency Notice") and if a Reporting Party has claimed an ownership interest in the Article, then GIA may continue to hold such Article until the ownership of the Article has been determined and the other provisions of this Section 9 shall apply. If no Reporting Party has a competing claim of ownership in the Article at the time of such Agency Notice, then GIA will return the Article to Client, subject to any contrary terms in this Agreement.

**Competing Claims Matters Where Client Reports Lost or Stolen Items.** Client, as the Reporting Party, may notify GIA that a diamond, gem material or other article that Client owns or that Client previously submitted to GIA for grading or plotting, has been "lost" or "stolen" the ("Client Notice"). In such event, Client must sign GIA's "Acknowledgment" within thirty (30) days after the date the Acknowledgment is provided by GIA to Client after GIA has received the Client Notice. In cases where the stolen or lost diamond, gem material or other article is insured, both Client and an authorized representative of the insurance company must sign the Acknowledgment. In cases where the stolen or lost diamond, gem material or other article is claimed to be owned by a customer of Client, both Client and the Client's customer must sign the Acknowledgment. The Client Notice must be made in writing, and where applicable, on Client's or the Client's customer's official company letterhead. The Client Notice and Acknowledgment must be signed by an officer or member of Client, the Client customer and the insurance company, in each case with authority to bind Client, the Client's customer and the insurance company, respectively. One or more of the following items must accompany the Client Notice or the Acknowledgment: a contemporaneous (1) police or law enforcement agency report on the theft, or (2) a "lost property" report from an insurance company or law enforcement agency, or (3) an insurance loss claim report, or (4) a copy of a pending lawsuit or action evidencing Client's or Client's customer's claim of ownership in the diamond, gem material or other article. Where applicable, certified English translations of the foregoing must also be submitted to GIA. If Client, as the Reporting Party, fails to timely submit any of the foregoing required documentation to GIA, then (i) GIA hereby rejects the Client Notice and the Acknowledgment and GIA will have no obligations or liability with respect to the applicable diamond, gem material or other article, including without limitation if GIA receives a diamond, gem material or other article that appears to be the same as the diamond, gem material or other article in the Client Notice or the Acknowledgment and (ii) GIA may, without liability, return such diamond, gem material or other article to the other GIA client that submitted it to GIA.

GIA shall use reasonable efforts to notify Client and any other interested party of which GIA is aware of any Competing Claims of Ownership Matters for which GIA has received (and not rejected) a Client Notice and Acknowledgment and to notify Client where GIA has received an Agency Notice (as defined above) with respect to a diamond, gem material or other article for which GIA has accepted a Client Notice and Acknowledgment (each such notice from GIA to Client being a "GIA Notice"). Within, and no more than, sixty (60) days of the date of a GIA Notice related to a diamond, gem material or other article is the same, or similar to, a diamond, gem material or other article previously reported to GIA as "lost" or "stolen" by Client (or its subrogee, or real party in interest) in a Client Notice or Acknowledgment that has not been rejected by GIA as described above, Client, Client's customer or the insurance company must either: (a) settle the Competing Claim of Ownership Matter with the opposing party(ies) and provide to GIA a copy of the written settlement agreement signed by the interested parties, which settlement agreement must identify the party to whom GIA should deliver the applicable diamond, gem material or other article; or (b) commence an action and effectuate proper service of process on GIA, naming all interested parties and GIA, before a court having jurisdiction over GIA, seeking a determination as to the Client's, the Client's customer or the insurance company's rights in and to the Article. CLIENT'S FAILURE TO DO EITHER OF THE FOREGOING WITHIN THE ALLOTTED SIXTY (60) DAYS COMPLETELY AND IRREVOCABLY WAIVES ANY AND ALL CLAIMS OR ACTIONS AGAINST GIA WITH RESPECT TO THE DIAMOND, GEM MATERIAL OR OTHER ARTICLE IN QUESTION; AND GIA SHALL RETURN THE DIAMOND, GEM MATERIAL OR OTHER ARTICLE TO THE OTHER GIA CLIENT WHO SUBMITTED IT TO GIA, WITHOUT FURTHER NOTICE TO CLIENT.

**GIA Initiated Legal Actions.** GIA may, in its discretion, choose to commence an action in an appropriate court of law, seeking to deposit any diamond, gem material or other article that is the subject of a Competing Claim of Ownership Matter (including without limitation Articles submitted by Client) with the court where the respective competing parties shall resolve their ownership dispute. Should GIA commence such an action, GIA shall be entitled to reimbursement of reasonable costs and fees incurred by GIA (including without limitation attorneys' fees) for prosecuting and participating

in the action from either, both or all of the parties in interest, jointly and severally, without regard to which party is the prevailing party. Such fees and costs shall be recoverable by GIA at the time the court having jurisdiction over the action dismisses GIA from the action and upon written request from GIA. Further, Client hereby grants to GIA the right to plead Client's, the Reporting Party's and the third party's alleged ownership of a diamond, gem material or other article as a defense to GIA to any action regarding GIA's holding, return or other disposition of the diamond, gem material or other article. Once GIA tenders, or offers to tender, the diamond, gem material or other article to the court, Client shall not oppose GIA's request for GIA's dismissal from the action.

CLIENT ACKNOWLEDGES THAT GIA MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT GIA WILL BE ABLE TO DETECT OR IDENTIFY A STOLEN OR LOST ARTICLE. IN NO EVENT SHALL GIA BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT OR OTHERWISE, FOR FAILING TO DETECT OR FAILING TO IDENTIFY A LOST OR STOLEN ARTICLE. IN ADDITION, 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 GIA'S PERFORMANCE UNDER THIS SECTION 9.

CLIENT AGREES TO DEFEND, WITH COUNSEL SELECTED BY GIA, INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIM, ACTION, SUIT, LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE INCURRED BY GIA (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RELATED TO OR RESULTING FROM THE COMPETING CLAIMS OF OWNERSHIP MATTERS, INCLUDING WITHOUT LIMITATION, ANY ACTIONS TAKEN BY GIA PURSUANT TO ANY REQUESTS FROM APPLICABLE LAW ENFORCEMENT AGENCIES, COURT ORDERS OR DIRECTIVES, AND ANY THIRD PARTY CLAIMS AGAINST GIA RELATING TO GIA'S ACTIONS REGARDING GIA'S RETURN, HOLDING OR OTHER DISPOSITION OF SUCH ARTICLE.

(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 without limitation 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 also agrees that if Client shares or provides a Report with or to any third party, that Client will provide a correct, and complete copy of the Report (including all front and back pages in their entirety) to any such third party.

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 any applicable laws, including the United States Foreign Corrupt Practices Act.

CLIENT AGREES TO DEFEND, WITH COUNSEL SELECTED BY GIA, INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE ARISING OUT OF OR RELATED TO CLIENT'S FAILURE TO COMPLY WITH ANY APPLICABLE LAW, BREACH OF THIS AGREEMENT, OR 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, including without limitation, delays due to customs, duties and backlogs. 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, (vii) notwithstanding any other terms in this Agreement (including without limitation 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, and (viii) with respect to eReports, the color and resolution of the image will depend on Client's hardware and the image of the Article may not be used to assess the Article except in connection with the information contained in the eReport. 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), or if Client authorizes GIA to provide a copy of a Report to a third party by providing GIA with prior written notice that states the name of the third party authorized to receive any Reports from GIA and authorizes GIA to communicate with such third party regarding the results contained in such Reports, then GIA may, in its discretion, issue such a summary of the information in the most recent Report for such Article, or a copy or duplicate of the most recent Report for the Article, and communicate with such third party regarding the results contained in the most recent Report for the Article. 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. IF CLIENT REQUESTS A COPY OR DUPLICATE OF A REPORT, THEN CLIENT ACKNOWLEDGES THAT SUCH COPY OR DUPLICATE OF A REPORT IS NOT A GIA REPORT. THE INFORMATION CONTAINED IN THE COPY OR DUPLICATE REPORT REPRESENTS THE INFORMATION DESCRIBED ON THE ORIGINAL GIA REPORT AS OF THE DATE SET FORTH ON SUCH GIA REPORT (I.E., THE DATE THE ARTICLE WAS GRADED, TESTED, EXAMINED OR ANALYZED BY THE GIA LABORATORY). A COPY OR DUPLICATE OF A REPORT IS NOT A GUARANTEE, VALIDATION, OR WARRANTY OF ANY KIND REGARDING THE ARTICLE, INCLUDING WITHOUT LIMITATION THE ARTICLE'S CURRENT QUALITY OR CHARACTERISTICS. ALL OF THE LIMITATIONS INCLUDED ON THE ORIGINAL GIA REPORT APPLY. THE RECIPIENT OF A COPY OR DUPLICATE OF A REPORT MAY WISH TO CONSULT A CREDENTIALLED JEWELER OR GEMOLOGIST ABOUT THE INFORMATION CONTAINED IN SUCH REPORT.

(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](http://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 (including, for example, employees, agents, contractors, or any other person) (collectively, "**Authorized Representatives**") 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 and omissions 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 omissions 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) **Personal Data.** Client acknowledges that GIA may collect personal data of the Client and its Authorized Representatives, including, without limitation, name, company name, title, contact information, verification of identity, such as a government issued identification card (collectively "**Personal Data**") directly from Client's Authorized Representatives, and/or that Client may otherwise provide Personal Data of its Authorized Representatives to GIA.

Client further acknowledges and agrees that GIA may use and process, including but not limited to storing, transferring, analyzing, compiling, and collating, that Personal Data for purposes reasonably related to the performance of this Agreement. Client also acknowledges and agrees that GIA may transfer such Personal Data outside of the country of collection, including, without limitation, to the United States, and may make such Personal Data available to its affiliates worldwide. CLIENT ACKNOWLEDGES AND AGREES THAT SUCH TRANSFERS MAY BE MADE TO COUNTRIES THAT DO NOT HAVE ANY, OR THAT HAVE LESS COMPREHENSIVE, DATA PROTECTION LAWS THAN THE CLIENT'S COUNTRY OF RESIDENCE.

Client agrees that it is responsible for complying with all applicable law regarding the collection, use, and sharing of Personal Data. If any applicable law requires Authorized Representatives or any other applicable data subject to receive notice of or to consent to the processing of their Personal Data, including without limitation by GIA as contemplated by this Agreement, Client shall provide such notice and obtain consent from the applicable data subjects. Upon request, Client shall provide a copy of such notice and/or consent to GIA. Client represents and warrants that it has the authority to provide such Personal Data to GIA and that Client has provided and/or obtained all required notices and consents from Client's Authorized Representatives regarding the use, sharing, processing, and transfer of such Personal Data to enable GIA to process such Personal Data and contemplated by this Agreement in compliance with applicable law.

(16) **Marketing Consent.** Client consents to its and its employees, agents, or other Authorized Representatives (collectively, "**employees**") receipt of marketing and promotional communications from GIA via email. Client and Client employees may withdraw their consent to receive such communications at any time by following the instructions contained in the email. Please note that GIA may continue to send non-marketing communications to Client, including to those employees that have withdrawn their consent to receive marketing communications via email, for work-related purposes. In addition, Client consents, and shall procure the consent of its Authorized Representatives, to the receipt of communications, including marketing and non-marketing communications, via text message at the telephone numbers (i) provided by Client to GIA from time to time, (ii) such other telephone numbers as GIA may have on record for Client or (iii) that are publicly available.

(17) **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 using the same carrier used by Client to ship the Articles to GIA. Client agrees that GIA may insure Articles during the return shipment to Client for the same value declared by Client in shipping said Articles to GIA, if such insurance is available through the applicable carrier. Notwithstanding the foregoing, if the amount of such insurance is not included in the documentation received by GIA from the applicable carrier at the time the Article is received by GIA, then GIA may not, at GIA's sole discretion, purchase insurance for return shipments of Articles to Client, unless Client instructs GIA in writing to purchase such insurance. Client agrees that GIA will only insure parcels to a maximum of US \$25,000. Notwithstanding anything to the contrary in the foregoing, GIA, with Client's prior written consent, may return all Articles delivered to GIA and deliver the Reports to Client together with the Articles by using the same carrier used by Client in shipping said Articles to GIA but using an account number with such carrier that is different from the account number used by Client. Client further agrees to pay and reimburse GIA for 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. Client agrees 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, including without limitation, in the case of shipments being returned at Client's request using Client's Federal Express or United Parcel Service account or while using Client's Federal Express or United Parcel Service mailing labels. GIA is hereby released of all liability for lost, damaged or stolen packages. 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.

Notwithstanding any other terms or condition in this Agreement, if Client delivers an Article to GIA and (i) Client fails to retrieve the Article from GIA within sixty (60) days after GIA mails to Client's last known address provided to GIA by Client written notice that the Article is ready for pick-up by the Client, regardless of whether such notice is deliverable, (ii) Client instructs GIA not to return an Article to the Client, (iii) Client refuses delivery or return of the Article or Client refuses to pay for the Services requested by Client with respect to such Article, or (iv) Client informs GIA that Client will not be retrieving the Article from GIA, then, except as otherwise specified under applicable law, Client hereby assigns all right, title, and interest in any such Articles to GIA without GIA having to pay any consideration for such Article. If any such Article is assigned to GIA, then GIA may sell, gift or otherwise dispose of such Articles as determined by GIA in its sole discretion or GIA may retain such Articles for use by GIA in furtherance of GIA's mission, including in connection with GIA's education and research. Client represents and warrants to GIA that Client is the sole and exclusive owner of any such Articles and that Client has the right to assign ownership of the Articles to GIA as described in this Section.

(18) **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.

(19) **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. If GIA publishes any information relating to the Client, then GIA will only do so in a manner that does not identify the Client, unless Client specifically agrees otherwise, including without limitation as set forth in Section 8.

(20) **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.

(21) **Data Transfer.** GIA may transfer Client information, including Personal Data, to perform the obligations under this Agreement and such other purposes, including without limitation Client management purposes and processing, and as required or permitted by law, to GIA offices, affiliates, or third parties (as necessary to perform the obligations under this Agreement) worldwide, including, but not limited to the United States. GIA may store such Client information, including Personal Data, in the United States and in the country where such information was initially provided.

(22) **Use of Reports for Volume Sales.** Client represents and warrants to GIA that Client will not use the Reports for Articles other than those described in the Report.

(23) **Statute of Limitations.** 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.

(24) **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.

(25) **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.

(26) **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 a written amendment 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 or any part of a provision of this Agreement is found invalid or unenforceable, such 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.

(27) **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. In addition, GIA may terminate this Agreement immediately upon notice to Client if Client breaches any provision of this Agreement. Subject to the other terms and conditions in this Agreement, including without limitation, Sections 7, 8 and 9 of this Agreement, upon termination of this Agreement, GIA shall return to Client any Articles in GIA's possession within a reasonable period of time. In GIA's sole discretion, GIA will determine whether to complete any Services requested by Client or authorized by this Agreement on such Articles prior to returning such Articles to Client. Client's obligations to indemnify GIA as provided in this Agreement and Client's payment obligations for Services rendered under this Agreement, shall survive termination of this Agreement. In addition, the following Sections of this Agreement shall survive the termination of this Agreement: Sections 4, 5, 7 – 13, 15, 16, 19, 21 and 23 – 34 and the corresponding terms in the country specific Exhibits shall also survive the termination of this Agreement.

(28) **Governing Law.** The terms of this Section 28 shall apply unless Client delivers or ships Articles to GIA in India, Thailand, Botswana, South Africa or Japan or any GIA Lab Direct Program Participant located in any such country (each, a "**Specified Country**"), in which case the governing law provisions in the applicable country specific Exhibit to this Agreement shall apply to the exclusion of this Section 28. 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.

(29) **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.

(30) **Dispute Resolution and Arbitration Provision.** The terms of this Section 30 shall apply unless Client delivers or ships Articles to GIA in one of the Specified Countries or any GIA Lab Direct Program Participant located in a Specified Country, in which case the alternative dispute resolution terms as provided in the applicable country specific Exhibit to this Agreement shall apply to the exclusion of this Section 30.

Client hereby agrees that, except as expressly provided below in this Section, all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement 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 (collectively, the "**Special Disputes**").

If Client is located within the United States, then the then-applicable American Arbitration Association ("**AAA**") Rules (the "**US Rules**") shall apply to any arbitration under this Agreement and if Client is located outside the United States, then the then-applicable United Nations Commission on International Trade Law ("**UNCITRAL**") Arbitration Rules ("**International Rules**") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary from the applicable US Rules or International Rules. In the case of the International Rules, the appointing authority shall be the AAA and the case shall be administered by AAA in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules." In the case of the US Rules, the arbitration shall be conducted and administered by the AAA. 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 a court of competent jurisdiction in San Diego, CA or New York, NY 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 San Diego, California, United States of America or in New York, New York, United States of America. If GIA files for arbitration in one of the foregoing cities, Client may elect to have the arbitration moved to the other city in Client's discretion, provided that Client makes such election in writing within thirty (30) days after the filing of the arbitration by GIA. If Client does not make such election within such period, such election shall be deemed waived.

The parties shall be entitled to discovery as provided in the applicable US Rules or International 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.

The arbitrators may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both Client and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party.

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, if the Dispute is a Special Dispute, then the arbitration of such Dispute shall not prohibit either party from also seeking injunctive or other equitable relief with respect to such Special Dispute from one or more of the courts with jurisdiction as provided in this Section or in the case of GIA seeking such injunctive or other equitable relief, one or more courts with jurisdiction over Client.

**Special Terms for Clients in the United States.** The following terms shall apply to Clients located in the United States.

Notwithstanding the other terms in this Section 30 as set forth above, if Client is located in the United States, then Client or GIA may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute may be and is initiated in small claims court in the United States; or (b) CLIENT OPTS-OUT OF THE ARBITRATION PROCEDURES SET FORTH IN THIS SECTION WITHIN 30 DAYS FROM THE DATE THAT CLIENT FIRST AGREES TO THE TERMS IN THIS AGREEMENT (the "**Opt-Out Deadline**"). If Client is located in the United States, then Client may opt-out of the arbitration terms in this Section by mailing written notification to GIA, Legal Department, 5355 Armada Drive, Carlsbad, California 92008. The Client's written notification must include (1) Client's name and Client number, (2) Client's address, and (3) a clear statement that Client does not wish to resolve disputes with GIA through arbitration. A United States Client's decision to opt-out of this arbitration provision will have no adverse effect on Client's relationship with GIA. Any opt-out request received after the Opt-Out Deadline will not be valid and Client must pursue its Dispute(s) in arbitration or small claims court as described in this Section. For the avoidance of doubt, only a Client located in the United States may choose to pursue a Dispute in court and opt out of the arbitration terms set forth in this Section 30.

If a United States Client has elected to pursue Disputes in court by opting out of these arbitration terms, as specified above, this class action waiver will not apply to Client. Client may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

If a United States Client has elected to pursue Disputes in court by opting out of the arbitration terms in this Section, as such opt-out is specified above, then Client hereby consents and submits to the personal jurisdiction and venue of the United States federal court located in New York, New York and San Diego, California, United States of America for all Disputes and if such federal court does not have jurisdiction over Client or the Dispute, then the state courts located in New York, New York and San Diego, California, United States of America. The jurisdiction of such courts shall be exclusive, provided that either party may seek injunctive relief or other equitable relief in a court of competent jurisdiction. Client agrees that it may not seek resolution of Disputes in any court other than the courts specified above. In addition, if Client has elected to pursue Disputes in court by opting out of the arbitration terms in this Section, then, if and 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.

(31) **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, executed electronically or otherwise, 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. This Agreement shall be deemed drafted by both parties and any interpretation of this Agreement or any terms thereof will not be interpreted against one party as the drafting party.

(32) **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.

(33) **Subcontracting; Assignment; Successors.** GIA may subcontract the performance of the Services to GIA affiliates and GIA may ship Articles to one of its affiliates for the performance of the Services and Client hereby consents to and authorizes such shipment of Articles by GIA to one or more of its affiliates and the GIA affiliates' performance of the Services. 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.

(34) **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, strikes, 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:

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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

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

## 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."

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"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:

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- 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:

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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

After signing this page, Client to return the 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**

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 9, Client to return the 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**

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 9, Client to return the 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 without limitation 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. 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 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. Notwithstanding anything contained in this Agreement, GIA at its discretion may not 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. 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.

The arbitrators shall not consolidate more than one person's or entity's claims, and shall not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both Client and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. Client may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

(3) **Payment of Stamp Duty.** Client will (i) deliver to GIA a stamped copy of the Agreement and (ii) Client will pay any applicable stamp duty. If Client breaches the foregoing, then Client will indemnify GIA and reimburse GIA for any and all costs, expenses, penalties and other amounts paid by GIA for GIA to obtain the stamp and pay the stamp duty, including any penalty levied for the failure by Client to timely pay the stamp duty. Client will not object to the admissibility of the Agreement as evidence on the grounds that the Agreement is not stamped.

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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.

The arbitrators may not consolidate more than one person’s or entity’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both Client and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. Client may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

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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 South Gauteng High Court, Johannesburg (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 an order of the court. The parties agree that to the extent that the South African Consumer Protection Act, 2008, as amended or its implementing rules and regulations, as amended (collectively, the “CPA”), results in any provision of this Agreement being found invalid or unenforceable, such provision will be enforced to the maximum extent permitted by the CPA, and in such event, the parties will negotiate in good faith a new replacement provision that is valid and enforceable under the CPA and that retains, as much as possible, the original intent of the invalid or unenforceable provision.

(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 without limitation 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.

Notwithstanding the above, either of the parties may choose to pursue a dispute arising from this agreement in court and not by arbitration if (a) the dispute may be and is initiated in Small Claims Court of South Africa; or (b) CLIENT OPTS-OUT OF THE ARBITRATION PROCEDURES SET FORTH IN THIS EXHIBIT WITHIN 30 (THIRTY) DAYS FROM THE DATE THAT CLIENT FIRST AGREES TO THE TERMS IN THIS AGREEMENT (the “**Opt-Out Deadline**”). Client may opt out of this Exhibit by mailing written notification to GIA, PO Box 1756, Houghton, 2041, South Africa. Client’s written notification must include (1) Client’s name and Client number, (2) Client’s address, and (3) a clear statement that Client does not wish to resolve disputes with GIA through arbitration. Client’s decision to opt-out of this arbitration provision will have no adverse effect on Client’s relationship with GIA. Any opt-out request received after the Opt-Out Deadline will not be valid and Client must pursue its dispute(s) in arbitration or Small Claims Court of South Africa as described in this Exhibit.

The arbitrator may not consolidate more than one person’s or entity’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action or consolidated action) unless both the parties specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. If Client has elected to pursue disputes in court by opting out of these arbitration terms, as specified in this Exhibit, this class action waiver will not apply to Client. Client may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

If Client has elected to pursue disputes in court by opting out of the arbitration terms in this Exhibit, as specified above, then Client hereby consents and submits to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg (South Africa) for all disputes.

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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.

The arbitrators may not consolidate more than one person’s or entity’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both Client and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. Client may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding.

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## EXHIBIT – JAPAN

(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 Japan, 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 Japan Commercial Arbitration Association (“**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 Japan Commercial Arbitration Association and the case shall be administered by the Japan Commercial Arbitration Association 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. The award shall be made promptly by the panel (no later than five (5) weeks and in any event, no later than eight (8) weeks from the closing of the hearing if there are special circumstances). 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 Tokyo, Japan. 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.

If Client and GIA (and all third parties as the case may be) all make a written request signed by each party to consolidate certain claims, the arbitrators may agree to consolidate such claims in their sole discretion. Client agrees not to act as a class representative or participate in a class action outside of Japan.

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