



# GIA®

## Client Agreement 客户协议

Patriot Act Compliance Form  
遵守爱国者法案确认表  
Kimberley Process Certification  
金伯利进程认证证书

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

### GIA 实验室

曼谷	卡里斯巴德	哈博罗内
香港	约翰内斯堡	孟买
纽约	拉马特甘	东京

www.gia.edu

## COVER PAGE 封面页

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.

本客户协议 (“**本协议**”) 由下列各部分组成: (i) 本封面页, (ii) 随附的客户协议条款及条件, 包括但不限于遵守爱国者法案确认表和金伯利进程认证证书 (“**条款及条件**”), 及 (iii) 下文所述的任何有关国家的特定附件。如果条款及条件与有关国家的特定附件之间有抵触, 将以该国家的特定附件的条款为准。

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.

本协议由以下签字的客户 (“**客户**”) 与非盈利机构 Gemological Institute of America, Inc. (“**GIA**”) 订立。GIA 的营业地点位于美国加利福尼亚州卡里斯巴德阿玛达大道 5355 号邮编 92008 (5355 Armada Drive, Carlsbad, California 92008, United States of America)。上述规定应适用, 但本封面页下文明示规定者除外。

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.

本协议包含争议解决和仲裁条款 (即条款和条件第 30 条), 包括放弃集体诉讼, 该条款将影响你方在本协议项下的权利以及你方和 GIA 之间的争议。如你方为美国境内客户, 则你方可以按照第 30 条的规定, 选择不受仲裁条款约束和不放弃集体诉讼的权利。

**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.

**印度.** 如果客户交付或装运物件到印度的 GIA India Laboratory Private Limited (“**GIA 印度**”), 或位于印度的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的印度附件), 就该物件和相关的服务而言, 将为客户与 GIA 印度就该物件和服务而签订, 而且在本协议中, “**GIA**” 一词指并仅限于 GIA 印度。为避免疑问, 如果本协议是由客户和 GIA 印度之间签订, 印度附件才会适用。

**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.

**泰国.** 如果客户交付或装运物件到在泰国的 Gemological Research (Thailand) Co., Ltd. (“**GIA 泰国**”), 或位于泰国的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的泰国附件), 就该物件和相关的服务而言, 将为客户与 GIA 泰国就该物件和服务而签订, 而且在本协议中, “**GIA**” 一词指并仅限于 GIA 泰国。为避免疑问, 如果本协议是由客户和 GIA 泰国之间签订, 泰国附件才会适用。

**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.

**博茨瓦纳.** 如果客户交付或装运物件到 GIA Education and Laboratory, 一家根据博茨瓦纳法律组建的公司 (“**GIA 博茨瓦纳**”), 或到位于博茨瓦纳的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的博茨瓦纳附件) 就该物件和相关的服务而言, 将为客户与 GIA 博茨瓦纳就该物件和相关服务而签订, 而且在本协议中, 就该物件和服务而言, “**GIA**” 一词指并仅限于 GIA 博茨瓦纳。为避免疑问, 如果本协议由客户和 GIA 博茨瓦纳之间签订, 博茨瓦纳附件才会适用。

**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.

**南非.** 如果客户交付或装运物件到在南非的 GIA Education and Laboratory (Proprietary) Ltd (“**GIA 南非**”) 或到位于南非的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的南非附件) 就该物件和相关服务而言, 将为客户与 GIA 南非就该物件和服务而签订, 而且在本协议中, 就该物件和服务而言, “**GIA**” 一词指并仅限于 GIA 南非。为避免疑问, 如果本协议由客户和 GIA 南非之间签订, 南非附件才会适用。

**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.

**日本.** 如果客户交付或装运物件到 GIA Tokyo Godo Kaisha, 一家根据日本法律组建的公司 (“**GIA 东京**”), 或到位于日本的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的日本附件) 就该物件和相关的服务而言, 将为客户与 GIA 东京就该物件和相关服务而签订, 而且在本协议中, 就该物件和服务而言, “**GIA**” 一词指并仅限于 GIA 东京。为避免疑问, 如果本协议由客户和 GIA 东京之间签订, 日本附件才会适用。

**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.

**例子。**如果客户装运或交付 100 颗钻石到在印度的 GIA Lab Direct Program Participant, 客户装运或交付 50 颗绿宝石到在美国的纽约州纽约市的 Gemological Institute of America, Inc., 并且客户装运或交付 25 颗珍珠到在泰国的 Gemological Research (Thailand) Co., Ltd., 则 (i) 就该 100 颗钻石及相关服务而言, 本协议 (包括但不限于印度附件) 将为客户与 GIA India Laboratory Private Limited 签订的, (ii) 就该 50 颗绿宝石及相关服务而言, 本协议 (无任何附件) 将为客户和 Gemological Institute of America, Inc. 签订的, 及 (iii) 就该 25 颗珍珠及相关服务而言, 本协议 (包括但不限于泰国附件) 将为客户和 Gemological Research (Thailand) Co., Ltd. 签订的。

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.

为避免疑问, 有关客户装运或交付物件到 GIA 在迪拜的接收窗口以及在香港和以色列的 GIA 实验室, 则本协议为客户和 Gemological Institute of America, Inc. 签订, 并非与 GIA 在该等地区设立的当地营业机构签订。双方了解, 对于 GIA 在以色列的实验室, 雷麦特·甘钻石交易所规则在任何情况下均不适用于本协议或 GIA 的实验室; 且任何及所有与本协议相关的或因本协议发生的争议、诉讼、起诉、及主张都**仅**按照条款和条件第 30 条的规定解决。

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.

GIA 可向其关联公司提供本协议的副本, 包括但不限于直接或间接拥有或控制 GIA 的任何公司, 以及直接或间接接受 GIA 控制的任何公司。

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").

下文签字者系客户或经客户正式授权并有权以本协议使客户受约束的客户管理人员、负责人或代表, 并已于下列日期 ("生效日") 在此签字。

Company Name: \_\_\_\_\_  
公司名称:  
Street Address: \_\_\_\_\_  
街道地址:  
City, State/Province, Postal Code: \_\_\_\_\_  
州/省、城市、邮政编码:  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
电话: \_\_\_\_\_ 传真:

Trading Name (if different): \_\_\_\_\_  
商号 (若不同):  
Postal Address: \_\_\_\_\_  
邮政地址:  
Country: \_\_\_\_\_  
国家:  
Email Address: \_\_\_\_\_  
电子邮箱地址:

Signature: \_\_\_\_\_  
签字:  
Title: \_\_\_\_\_  
职务:

Print Name: \_\_\_\_\_  
印刷体姓名:  
Date: \_\_\_\_\_  
日期:

**GIA Office Use Only**  
仅供 GIA 办公室使用

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Entered By: \_\_\_\_\_ Date: \_\_\_\_\_ Client #: \_\_\_\_\_  
收件人: \_\_\_\_\_ 日期: \_\_\_\_\_ 存档人: \_\_\_\_\_ 日期: \_\_\_\_\_ 客户号: \_\_\_\_\_

After signing this page, Client to return the GIA copy to the GIA Laboratory.  
签署本页后, 客户应将 GIA 联交回 GIA 实验室。

The World's Foremost Authority in Gemology™ Ensuring the Public Trust through Nonprofit Service since 1931  
世界宝石学第一权威™ 自 1931 年起以非盈利服务确保公众信任。

"GIA", "Gemological Institute of America" and the logo above are trademarks, service marks and registered trademarks and registered service marks of Gemological Institute of America, Inc. 上文的 "GIA"、"Gemological Institute of America" 和标识是 Gemological Institute of America Inc 的商标、服务商标和注册商标及注册服务商标。



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## COVER PAGE 封面页

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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.

本协议包含争议解决和仲裁条款 (即条款和条件第 30 条), 包括放弃集体诉讼, 该条款将影响你方在本协议项下的权利以及你方和 GIA 之间的争议。如你方为美国境内客户, 则你方可以按照第 30 条的规定, 选择不受仲裁条款约束和不放弃集体诉讼的权利。

**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.

**印度。** 如果客户交付或装运物件到印度的 GIA India Laboratory Private Limited (“**GIA 印度**”), 或位于印度的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的印度附件), 就该物件和相关服务而言, 将为客户与 GIA 印度就该物件和服务而签订, 而且在本协议中, “**GIA**” 一词指并仅限于 GIA 印度。为避免疑问, 如果本协议是由客户和 GIA 印度之间签订, 印度附件才会适用。

**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.

**泰国。** 如果客户交付或装运物件到在泰国的 Gemological Research (Thailand) Co., Ltd. (“**GIA 泰国**”), 或位于泰国的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的泰国附件), 就该物件和相关服务而言, 将为客户与 GIA 泰国就该物件和服务而签订, 而且在本协议中, “**GIA**” 一词指并仅限于 GIA 泰国。为避免疑问, 如果本协议是由客户和 GIA 泰国之间签订, 泰国附件才会适用。

**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.

**博茨瓦纳。** 如果客户交付或装运物件到 GIA Education and Laboratory, 一家根据博茨瓦纳法律组建的公司 (“**GIA 博茨瓦纳**”), 或到位于博茨瓦纳的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的博茨瓦纳附件) 就该物件和相关服务而言, 将为客户与 GIA 博茨瓦纳就该物件和相关服务而签订, 而且在本协议中, 就该物件和服务而言, “**GIA**” 一词指并仅限于 GIA 博茨瓦纳。为避免疑问, 如果本协议由客户和 GIA 博茨瓦纳之间签订, 博茨瓦纳附件才会适用。

**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.

**南非。** 如果客户交付或装运物件到在南非的 GIA Education and Laboratory (Proprietary) Ltd (“**GIA 南非**”) 或到位于南非的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的南非附件) 就该物件和相关服务而言, 将为客户与 GIA 南非就该物件和服务而签订, 而且在本协议中, 就该物件和服务而言, “**GIA**” 一词指并仅限于 GIA 南非。为避免疑问, 如果本协议由客户和 GIA 南非之间签订, 南非附件才会适用。

**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.

**日本。** 如果客户交付或装运物件到 GIA Tokyo Godo Kaisha, 一家根据日本法律组建的公司 (“**GIA 东京**”), 或到位于日本的 GIA Lab Direct Program Participant 以转交给 Gemological Institute of America, Inc. 或转交给其任何关联公司, 则本协议 (包括但不限于附于本协议的日本附件) 就该物件和相关服务而言, 将为客户与 GIA 东京就该物件和相关服务而签订, 而且在本协议中, 就该物件和服务而言, “**GIA**” 一词指并仅限于 GIA 东京。为避免疑问, 如果本协议由客户和 GIA 东京之间签订, 日本附件才会适用。

**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.

**例子。**如果客户装运或交付 100 颗钻石到在印度的 GIA Lab Direct Program Participant, 客户装运或交付 50 颗绿宝石到在美国的纽约州纽约市的 Gemological Institute of America, Inc., 并且客户装运或交付 25 颗珍珠到在泰国的 Gemological Research (Thailand) Co., Ltd., 则 (i) 就该 100 颗钻石及相关服务而言, 本协议 (包括但不限于印度附件) 将为客户与 GIA India Laboratory Private Limited 签订的, (ii) 就该 50 颗绿宝石及相关服务而言, 本协议 (无任何附件) 将为客户和 Gemological Institute of America, Inc. 签订的, 及 (iii) 就该 25 颗珍珠及相关服务而言, 本协议 (包括但不限于泰国附件) 将为客户和 Gemological Research (Thailand) Co., Ltd. 签订的。

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.

为避免疑问, 有关客户装运或交付物件到 GIA 在迪拜的接收窗口以及在香港和以色列的 GIA 实验室, 则本协议为客户和 Gemological Institute of America, Inc. 签订, 并非与 GIA 在该等地区设立的当地营业机构签订。双方了解, 对于 GIA 在以色列的实验室, 雷麦特·甘钻石交易所规则在任何情况下均不适用于本协议或 GIA 的实验室; 且任何及所有与本协议相关的或因本协议发生的争议、诉讼、起诉、及主张都**仅**按照条款和条件第 30 条的规定解决。

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.

GIA 可向其关联公司提供本协议的副本, 包括但不限于直接或间接拥有或控制 GIA 的任何公司, 以及直接或间接接受 GIA 控制的任何公司。

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").

下文签字者系客户或经客户正式授权并有权以本协议使客户受约束的客户管理人员、负责人或代表, 并已于下列日期 ("生效日") 在此签字。

Company Name: \_\_\_\_\_

公司名称:

Trading Name (if different): \_\_\_\_\_

商号 (若不同):

Street Address: \_\_\_\_\_

街道地址:

Postal Address: \_\_\_\_\_

邮政地址:

City, State/Province, Postal Code: \_\_\_\_\_

州/省、城市、邮政编码:

Country: \_\_\_\_\_

国家:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

电话:

传真:

Email Address: \_\_\_\_\_

电子邮箱地址:

Signature: \_\_\_\_\_

签字:

Print Name: \_\_\_\_\_

印刷体姓名:

Title: \_\_\_\_\_

职务:

Date: \_\_\_\_\_

日期:

**GIA Office Use Only**

仅供 GIA 办公室使用

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

收件人:

日期:

Entered By: \_\_\_\_\_

存档人:

Date: \_\_\_\_\_ Client #: \_\_\_\_\_

日期:

客户号:

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

签署本页后, 客户应将 GIA 联交回 GIA 实验室。

The World's Foremost Authority in Gemology™

世界宝石学第一权威™

Ensuring the Public Trust through Nonprofit Service since 1931

自 1931 年起以非盈利服务确保公众信任。

"GIA", "Gemological Institute of America" and the logo above are trademarks, service marks and registered trademarks and registered service marks of Gemological Institute of America, Inc.

上文的 "GIA"、"Gemological Institute of America" 和标识是 Gemological Institute of America Inc 的商标、服务商标和注册商标及注册服务商标。

# CLIENT AGREEMENT TERMS AND CONDITIONS

## 客户协议条款及条件

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:

本协议适用于本协议生效日及此后任何时间由客户或代表客户呈递给 GIA 的所有物件，并适用于本协议日期后 GIA 可能为该等物件实施的服务或出具的刻码、收据和报告，直至本协议被修改或被双方一致达成新协议所取代之时。任何及所有先前客户协议特此全部终止，但是，这些先前协议仍将继续适用于本协议日期之前提交给 GIA 的物件和 GIA 就这些物件所实施的服务。客户和 GIA 特此同意如下：

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.

本协议包含争议解决和仲裁条款（即条款和条件第 30 条），包括放弃集体诉讼，该条款将影响你方在本协议项下的权利以及你方和 GIA 之间的争议。如你方为美国境内客户，则你方可以按照第 30 条的规定，选择不受仲裁条款约束和不放弃集体诉讼的权利。

(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.

(1) **定义。**就本协议而言，以下词语应具有列示的意思。已在本协议封面页中定义的名词术语用于本协议时应具有封面页规定的意义。

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

**“物件”** 系指由客户或代表客户提交给 GIA 的任何钻石、宝石材料或其他任何种类物件。

**“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.

**“客户”** 包括客户的任何关联方，该关联方以客户的独有 GIA 顾客号码向 GIA 提交物件或要求有关报告或服务。**“关联方”** 一词指属于下列情况的任何人、公司或其他任何业务实体：(i) 其直接或间接拥有或控制客户发行在外的股票、股权权益、利润、分配权利或表决权至少百分之五十 (50%) (**“客户的拥有人”**)，或 (ii) 客户或客户的拥有人直接或间接拥有或控制其发行在外的股票、股权权益、利润、分配权利或表决权至少百分之五十 (50%)；但在当地法律不允许外国参股至少百分之五十 (50%) 的国家，则关联方包括属于下列情况的任何公司或业务实体：客户或客户的拥有人直接或间接地拥有或控制当地法律允许的其发行在外的股票、股权权益、利润分配权利或表决权的最大百分比，或客户或客户的拥有人直接或间接接受当地法律允许的发行在外的最大百分比的股票、股权权益、利润分配权利或表决权拥有或控制。

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

**“GIA”** 应具有封面页所述意思。

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

**“刻码”** 系指 GIA 在物件上所刻写的激光刻码。

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

**“收据”** 系指 GIA 为物件向客户出具的收据。

**“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.

**“报告”** 系指由 GIA 出具的描述物件的任何种类的评级报告、鉴定报告或任何其它报告，以及对任何该等报告的每一次验证、更新或补充，包括但不限于该等报告的复印件和传真件，eReport 和该等报告的其他电子版本。**“eReport”** 指客户从 GIA 在线报告数据库中获得的报告的电子版本。

**“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.

**“服务”** 系指 GIA 所提供的任何服务，包括但不限于对物件进行评级、检测、分析、分类、检查、包装或封装和激光刻码和/或出具报告。

(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.

(2) **总则。**客户承认：由于 GIA 接受提交的物件，并就该物件提供服务，而仅仅收取与该物件现有价值及潜在价值相比相对较少的费用，因此，GIA 目前和将来行事均依赖于本协议规定的条款和条件，并以这些条款和条件作为对价。

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.

如果客户要求就某物件出具一项报告，而 GIA 未出具该物件的该项报告，则除非客户提供了相反的书面指示，否则，GIA 可出具适于该物件的报告，且客户应当支付与该项正确报告相关的价格。

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.

而且，如果 GIA 的政策规定需对某一特定物件（例如，GIA 认为某一物件是经过处理的）出具报告，则即使客户未要求出具该报告，GIA 仍将向客户出具该报告，且客户需支付该报告相关价款。

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).

客户同意遵守 GIA 关于向 GIA 提交和呈递物件的各项政策和程序，包括但不限于以无标记的普通包裹提交物件。这些政策和程序可在 GIA 网站 [www.gia.edu](http://www.gia.edu) 上获得，或者，经书面请求可提供一份副本。客户不得在任何该等包裹上添加客户的名称、地址、电话号码、品牌、商标、网址、电子邮箱地址或可用于识别客户的任何其它信息。此外，该等包裹不得含有该物件的任何评级信息（例如：颜色、透明度或切割信息）。

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.

如果客户授权一家关联方或第三方使用 GIA 顾客号码向 GIA 呈递或装运客户或其关联方拥有的物件或要求提供有关报告或服务，则本协议将适用于该物件、有关报告和服务，而且，如为关联方，本协议将对该客户关联方有约束力。客户将促使每一该关联方及该第三方遵守本协议的条款及条件，并受该等条款及条件的约束。客户将就客户关联方或第三方使用客户的 GIA 顾客号码要求的所有该等服务负责并承担到期应付价格和其它款项。客户不得授权第三方使用其 GIA 顾客号码向 GIA 提交不属于客户或者客户无意购买的物件。

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.

如 GIA 使用具有防篡改功能的包装物或容器对物件进行包装，GIA 并不向客户保证该等包装物/容器可以防止他人规避该等防篡改功能，包括但不限于用次品或者不同物品替换容器里的物件之目的。如该等包装物或容器被篡改，包括但不限于用不同物品替换该等包装物或

容器里的物品, GIA 不向客户或任何第三方承担任何责任。客户有责任确保物件和与之附随的报告一致。

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.

就特定的物件和相关的服务而言,只有在封面页指明的相应法律实体(例如 GEMOLOGICAL INSTITUTE OF AMERICA, INC., GIA INDIA LABORATORY PRIVATE LIMITED)才须按本协议就该等物件和服务向客户承担责任,任何其他个人或法律实体将无须就该等物件和服务承担任何责任或义务。

(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.

(3) **保险.** GIA 应当持有(或促使代其持有)标准格式的珠宝综合保险单(或在 GIA 经营所在的司法管辖区可购得的实质性近似的保险),以就物件在 GIA 占有时发生灭失或损坏提供保险。客户同意,在适用法律允许的最大范围内,(i) GIA 及其雇员和代理人对于物件的任何灭失、交付错误或损坏所承担的责任 - 即使是由 GIA 或其任何雇员或代理人的过失或其他过错所造成或导致 - 应仅限于在该等保单项下针对上述情况由 GIA 的保险公司支付给 GIA 并随后由 GIA 支付给客户的金额(若有),并且(ii)在任何情况下,对于该物件的任何该等灭失、交付错误或损坏, GIA 及其雇员或代理人均不负有任何个人责任,即使本项有限救济措施不能实现其实际目的。本条的运作不得以任何方式限制 GIA 就 GIA 的行为或不行为承担根据适用法律不得予以限制的责任。

(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.

(4) **就报告中的错误、侵权、放射性物件所承担的责任;客户向 GIA 赔偿。**对于下述各项, GIA 及其雇员和代理人不承担任何责任:(i) 因对提交给 GIA 的任何放射性物件进行接触而造成人身伤害所导致的任何责任、主张、诉讼、起诉或请求 - 即使该损失、损害、责任或与之相关的费用系由 GIA 或其任何雇员或代理人的过失或其他过错所造成或导致;(ii) 指称某物件侵犯任何第三方专利、著作权或其它知识产权的任何第三方主张、诉讼、起诉或要求;或(iii) 在任何报告中、在报告的出具和使用中和/或在任何刻码中的任何错误或遗漏,包括但不限于由 GIA、其雇员或代理人或其他人所造成的、任何报告中的任何错误或遗漏。客户同意,对于 GIA 发生的、由上述(i)、(ii)或(iii)项(包括 GIA 的过失,无论是否单独过失或可分过失、单纯过失或严重过失)或客户要求在任何物件上添加的任何刻码所导致或与之相关的任何损失、损害、责任、成本和费用(包括但不限于合理的律师费),客户将进行抗辩(律师由 GIA 选任)并向 GIA 及其雇员和代理人进行赔偿使之不受损害。本条所规定的各项免责、赔偿和责任限制应在法律许可的最大范围内予以适用。本条的运作不得以任何方式限制 GIA 就 GIA 的行为或不行为承担根据适用法律不得予以限制的责任。

(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.

(5) **责任限制。**客户同意,对于涉及本协议、服务或报告的、或在其项下所产生的或与之相关的任何间接的、后果的、偶然的、惩戒性的、惩罚性的、法定的或特殊的损害,包括但不限于利润损失, GIA 及其雇员和代理人不承担任何责任,即使已获知该等损失发生的可能性。除上文所述的 GIA 向客户支付保险赔款的义务以外,在任何情况下, GIA 承担的总计累积责任均不得超过本协议项下 GIA 向客户所提供服务中产生责任部分的价格。本协议中的责任限制(i)应适用于任何责任理论项下的任何主张和诉因,无论是合同责任、侵权责任(包括但不限于过失)、赔偿责任或其它责任;及(ii)应视为在法律允许的最大范围内予以适用,且不考虑本协议中规定的任何有限救济措施未能实现其实际目的的情况。客户同意,对于针对客户提起的任何第三方主张、诉讼或起诉,包括但不限于任何物件所有人、购买人或下线购买人提出的主张, GIA 对客户不承担辩护、赔偿或使客户不受损害的义务。双方已全面考虑了上述风险分配和本协议中规定的各项救济措施,认为该分配和救济措施是合理的,并同意上述限制和本协议规定的其它限制是双方间合同的本质基础。本条的运作不得以任何方式限制 GIA 就 GIA 的行为或不行为承担根据适用法律不得予以限制的责任。

(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.

(6) **客户付款责任。**即使本协议有相反规定,客户同意单独并全面负责后述各项:(i) 使用客户的 GIA 顾客号码向 GIA 提交的所有物件;(ii) 为该等物件提供服务所收取的所有有关款项和费用;(iii) 向 GIA 支付客户帐目中上述款项和费用的未付部分;及(iv) 就所有逾期未付款项按每月 1.5% (或如适用的话,法律允许的最高金额,以两者中较低者为基准)支付自到期日至全额付清为止期间的滞纳金。

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.

客户将支付下述任一情况下当时有效的 GIA 服务价格:(1) 物件交付给 GIA 之前,(2) 物件交付给 GIA 时或(3) 物件被退回而且报告提供给客户之时(例如:在已经履行服务之后),在每一情况下均按 GIA 的指示。另一选择是,如果 GIA 已向客户授予信贷条款,则 GIA 将在履行服务后向客户开发票,而客户应按发票中规定的付款条件支付所有发票金额。此外,如果客户提交物件给一家 GIA Lab Direct Program Participant 以提交给 GIA 履行服务,则 GIA 可向 GIA Lab Direct Program Participant 开出就该服务应付价格的发票,而该 GIA Lab Direct Program Participant 可支付该价格。在此情况下,客户将向 GIA Lab Direct Program Participant 支付客户与 GIA Lab Direct Program Participant 之间商定的服务的价格。客户承认,如果 Lab Direct Program Participant 不就该等服务支付 GIA,包括但不限于不论客户是否支付 GIA Lab Direct Program Participant,客户负责支付该等服务的全部价格。

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.

除非 GIA 另行书面说明, 否则所有价格均以美元列出, 或者以 GIA 实验室运营地的当地货币列出。GIA 目前的商业运作是在其实验室网站上公布 GIA 的价格。除非 GIA 自行决定并另行通知, GIA 将以 GIA 从客户收到物件的国家之货币向客户开出发票。举例说明 (但不限于该事例), GIA 可以美元开具发票。对于以当地货币开具的发票, 该等发票将基于 GIA 公布的当地货币的价格, 加上要求缴付的适用的当地税费。GIA 定期审核美元价格和当地货币价格以使二者保持一致, 而且 GIA 将不时进行调整, 按要求, 基于汇率变动和/或其他运营及商业因素对该等美元价格和当地货币价格进行调整。

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

客户应以 GIA 于付款时或在发票上指定的货币付款。

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.

如适用法律要求, 客户应申请外汇, 以确保能够用 GIA 指定的货币支付所有款项。

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.

如果客户未能按时支付本协议项下应付 GIA 的任何款项, 并且, 如果客户已向 GIA 提供了一个信用卡卡号, 则客户特此授权 GIA 从该信用卡中收取客户未能按时支付的款项。此外, 如果发生上述未按时向 GIA 付款的任何情形, GIA 可依其酌情权, 不考虑本协议中的任何相反规定, 扣留/保留物件和/或报告, 直至 GIA 收到客户支付的应付 GIA 所有有关费用的付款为止。

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 的价格不包括运输、保险费用、关税、征税及税项 (包括但不限于印花税及增值税及使用、销售、财产 (按价收税) 及其它税款)。客户同意支付所有该等运输、保险费用、关税、征税及税项。

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

GIA 可不时更改服务及报告的收费。

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.

某些情况下, GIA 可以提供服务价格的估算。服务价格的任何估算仅仅是估算, 该估算是根据估算时有效的汇率而计算。客户就服务应付的价格将为 GIA 履行服务后运用适用的汇率后决定的实际价格, 如果客户 (1) 在物品交付给 GIA 之前或 (2) 在物品交付给 GIA 之时支付服务的付款, 则客户将支付估算的价格。如果客户支付的估算价格少于实际价格, 客户将支付差额。如果估算价格高于实际价格, 客户将有权获得退款或获得贷记。

#### (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.

(7) 受辐射物件, 未加工或部分未加工钻石及 GIA 遵守法律。客户承认, 某些政府监管机构、委员会、理事会和实体对受辐射物件进行管理、许可并制定处理标准, 并且, GIA 应尽量遵守所有上述规定。如果 GIA 认定某物件的辐射水平超过该等标准, GIA 将通知客户这一事实, 并且, GIA 将执行 GIA 有关处理辐射物件的届时现行程序, 包括但不限于尽量遵照有关监管机构的各项要求。客户承认并同意, 当物件放射水平超过该等标准时, GIA 可能无法获准将该物件退还客户, GIA 可能有义务将该物件转交给被授权接收受辐射物件的某一实体, 而 GIA 对于该物件不再承担任何进一步的职责或责任。

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.

而且, 客户承认并同意, 如果客户向 GIA 或者 GIA LAB DIRECT PARTICIPANT 送交物件时未提供要求的金伯利进程文件和/或客户未能遵守有关物件所要求的程序, GIA 可能不被允许向客户归还未加工或部分未加工钻石, 在此情况下, GIA 可能有义务向适当的政府部门或贸易组织移交该物件, 而且, GIA 可能有义务通知或主动通知相关贸易组织 (例如 WFDB 或 IDMA)。在此情况下, GIA 对于该物件不承担任何进一步的责任, 且客户的唯一救济是向收到该通知和/或物件的政府部门或贸易组织寻求救济, 且客户同意就该等通知或向政府部门或贸易组织移交该物件所造成的后果向 GIA 及其雇员和代理人进行赔偿并使之不受损害。

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.

此外, GIA 遵守有关物件的任何其他法律、法规或法院命令的行为不构成 GIA 对本协议 (或任何其他协议) 的违约。

(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.

(8) 经处理和经加工物件; 违反道德准则和免责。客户同意 (i) GIA 可对物件进行检测 (包括但不限于化学分析或其它激光烧蚀技术) 以确定该物件是否为天然、合成或是否经过处理或加工, 即使客户并未要求进行该检测作为服务的一部分, 并且 (ii) GIA 可按其酌情权, 在 GIA 合理认为是合成、经处理或经加工的任何物件上添加刻码, 载明 GIA 该检测的结果 - 即使客户并未要求获得该刻码作为服务的一部分。客户特此同意为任何该刻码付费 - 即使客户在物件最初呈递 GIA 时并未要求取得该刻码。

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.

如果客户 (a) 向 GIA 提交物件, 但提交时并未书面向 GIA 披露该物件为人造品或者已经处理或加工, 且 GIA 之后有理由怀疑或发现该物品为人造品或已经处理, 或 (b) 违反或可能违反道德准则或世界钻石交易所联盟 ("WFDB")、国际钻石制造商协会 ("IDMA") 或其他相关政府或贸易组织的政策; 或者, 如果 GIA (1) 发现存在钻石或宝石业关注的事项, 或者属于 WFDB、IDMA、GIA 或其他相关政府或贸易组织的职责范围 (无论是当前还是将来), 或 (2) 终止本协议, 包括但不限于基于以上任何一项原因 (统称 "事项"), 则 GIA 可以自行决定 (i) 将该事项通知执法机构、WFDB、当地交易所、IDMA 或其他适当的政府或贸易组织, 并提供该等机构要求的有关该事项的信息、数据和文件, 包括但不限于 GIA 掌握的名称、联系信息和其他有关代表客户向 GIA 提交物件或与 GIA 联系的个人身份识别信息 (统称 "信息"), (ii) 通过 GIA 的网站或其他方式公布与该事项有关的客户的名称, 以及 (iii) 按照该等机构和组织的要求留置并上交该物品以做进一步调查。在此情况下, 客户的唯一救济是向收到该通知和/或物件的政府部门或贸易组织寻求救济。客户在此同意并授权 GIA 向 WFDB、IDMA 或其他适当的政府或贸易组织和执法机构提供信息, 并同意且授权该等组织向其成员组织提供信息。

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.

客户承认, (a) GIA 用于检测物件合成、处理、加工等的检测技巧和技术会产生变化、发展并包含某些主观因素, 并且 (b) 任何物件可能被处理或加工的方式是变化和动态的, 并正在变得愈加复杂。因此, 不可能在所有情况下均能够通过运用 GIA 届时现行的技巧和技术确定出某一物件是否经过加工或处理, 并且, 在此方面, GIA 不对客户作出任何声明或保证。对于 GIA 未能鉴定出某物件是否经过加工或处理, GIA 未能准确认定某物件经过加工、天然、无法确认或经过处理, 或者就 GIA 应知悉或有能力发现任何对物件的处理, GIA 不对客户或任何第三方承担任何责任。如果客户向 GIA 提交物件但在提交物件时未向 GIA 书面披露该物件是合成的或是经处理或加工的, 则 GIA 可依其酌情权、按 GIA 届时现行收费体系/收费率表向客户收取 GIA 届时现行费用, 以检测该物件, 来确定其是否为合成的、经处理的或经加工的。客户同意支付所有该等费用。GIA 可依其酌情权, 不时变更该等收费或变更用以确定该等收费的方法。经客户要求, GIA 将向客户提供为进行该项检测收取的届时现行费用和收费率表。

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.

客户同意, 对于相关事项 (包括但不限于任何通知或向政府或贸易组织提供信息或移交物件所造成的后果), 或者, 如客户提交某物件时未向 GIA 书面披露该物件系合成的、经处理的或经加工的, 而第三方 (包括但不限于任何物件所有人、购买人或下线购买人) 指称客户所提交的该物件系合成的、经处理的、经加工的, 对于由此引起的、与此相关的或因此而导致的 GIA 的任何损失、损害、责任、成本和费用 (包括但不限于合理的律师费), 客户应进行抗辩 (律师由 GIA 选任) 并向 GIA 及其雇员和代理人进行赔偿并使之不受损害。

(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.

(9) **执法请求和对所有权的对抗性主张。**客户承认, 对于提供某些服务, GIA 可能会对 GIA 其他顾客或客户提交的钻石、宝石材料或其他物品 (即物件) 进行绘图。客户进一步承认, 下列情形可能会不时发生: (a) 国内和/或国际执法机构可能通知 GIA, 某一特定钻石、宝石材料或其他物品系盗窃赃物, 或在其他方面为执法机构所关注, 或 (b) 某第三方可能通知 GIA, 某特定钻石、宝石材料或其他物品系盗窃赃物或遗失物, 或可能归第三方 (包括其他 GIA 顾客或其他任何拥有 GIA 报告的实体或个人。就本第 9 条之目的, 任何该等第三方称为 "报告方") 所有。(此处, (a) 和 (b) 统称为 "对所有权的对抗性主张")。为避免疑问, 对于客户向 GIA 提交物品之后另一 GIA 顾客向 GIA 提交的钻石、宝石材料或其他物品, 客户可以是报告方。

**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.

**与客户物件相关的对所有权的对抗性主张。**如果 GIA 从客户处收到某物件, 其图样与执法机构或报告方该等通知中所述的钻石、宝石材料或其他物品的图样类似, 则即使本协议有任何相反规定, GIA 可以并特此被授权在合理期间内扣留该物件, 并通知有关执法机构和报告方。无论是否有传票或其他类似命令, GIA 将遵守执法机构有关该物件所有权、扣留或其它处置的任何及所有命令或指令, 或提供 GIA 掌握的客户信息, 包括客户的顾客 (该顾客声称是物件的所有人) 的名称。GIA 可向执法机构提供该物件及客户和顾客的顾客的名称和地址, 且 GIA 可向报告方提供客户和顾客的顾客的名称和地址。客户在此同意前述条款。如 GIA 提出要求, 客户将向 GIA 提供其认为是物件所有人的其顾客的名称。GIA 可要求客户或报告方就物件的处置或返还取得法院命令或执法机构的指令, 且客户在此承认并同意 GIA 可自行就其对物件的处置或返还取得法院命令或执法机构的指令。如执法机构书面通知 GIA 该机构已终止其调查且该机构无意扣留该物件 ("执法机构通知"), 但如果报告方声称对物件享有所有人权益, 则 GIA 可继续留置该物件直到该物件的所有权得到确定且本第 9 条其他条款将适用。如果在执法机构通知之时没有报告方对物件声称所有权, 则 GIA 将把物件归还给客户, 但本协议有相反规定除外。

**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.

**有关客户报告遗失或失窃物品的对抗性主张。**客户作为报告方可通知 GIA 其拥有的或者之前提交给 GIA 评级或绘图的某一钻石、宝石材料或其他物品已经 "遗失" 或 "失窃" ("客户通知")。在此情况下, GIA 收到客户通知后, 客户必须在 GIA 向其提供确认函后的三十 (30) 日内签署 GIA 的 "确认函"。如果失窃或遗失的钻石、宝石材料或其他物品已购买保险, 客户和保险公司授权代表都必须签署确认函。如果失窃或遗失的钻石、宝石材料或其他物品声称由客户的顾客所有, 则客户和顾客的顾客都必须签署确认函。客户通知必须采取书面形式, 如适用, 还必须以客户或顾客的公司的官方信头发出。客户通知和确认函必须由客户、顾客的顾客和保险公司的管理人员或成员签署, 该等人员必须有权签署以使客户、顾客的顾客和保险公司各自受上述文件的约束。以下一项或多项文件需与客户通知或确认函同时提供: (1) 警方或执法机构就失窃出具的报告, 或 (2) 保险公司或执法机构就 "遗失物" 出具的报告, 或 (3) 保险索赔报告, 或 (4) 未决诉讼或法律行动相关副本, 证明客户或顾客的顾客就该钻石、宝石材料或其他物品的所有权已提出请求。如适用, 必须向 GIA 提供上述文件经认证的英文译文。如客户作为报告方未能及时向 GIA 提供任何上述要求的文件, 则 (i) GIA 在此拒收客户通知和确认函, 而且 GIA 对相关钻石、宝石材料或其他物品不承担任何责任或义务, 包括但不限于, 例如 GIA 收到一颗看起



来与客户通知或确认函中描述的钻石、宝石材料或其他物品相同的钻石、宝石材料或其他物品之情形，而且 (ii) GIA 可以但无义务向提交该物品的其他 GIA 顾客返还该钻石、宝石材料或其他物品。

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 应尽合理努力通知客户和其他 GIA 知悉的、与 GIA 收到 (且未拒绝) 的客户通知和确认函提及的对所有权的对抗性主张相关的利益关联方; 如果 GIA 收到关于某一钻石、宝石材料或其他物品的执法机构通知 (见上文定义), 而就该钻石、宝石材料或其他物品 GIA 已经接受相关客户通知和确认函, 则 GIA 也应尽合理努力通知客户。(上述每一项由 GIA 向客户发出的通知都称为 "GIA 通知")。如有钻石、宝石材料或其他物品与客户 (或其地位求偿人, 或真实利益相关方) 之前向 GIA 报告 "遗失" 或 "失窃" 的钻石、宝石材料或其他物品相同或类似, 且相关客户通知或确认函没有被 GIA 按照前述规定拒绝, 则在相关 GIA 通知发出日之后的六十 (60) 日内, 客户、客户的顾客和保险公司须在以下两项中选择其一: (a) 就对所有权的对抗性主张与对方达成和解并向 GIA 提供当事方签署的书面和解协议的副本, 该和解协议必须写明 GIA 应向哪一方移交相关钻石、宝石材料或其他物品; 或 (b) 采取行动且完成有关 GIA 的通知程序, 即 GIA 和所有利益相关方在对 GIA 有管辖权的法院请求确认客户、客户的顾客或保险公司对物件所享有的权利。客户如未能在规定的六十 (60) 日内采取上述行动, 将完全且不可撤销地放弃就涉案钻石、宝石材料或其他物品针对 GIA 提出任何主张或采取任何行动; 而且 GIA 应将该钻石、宝石材料或其他物品返还给向其提交的 GIA 顾客而无需进一步通知客户。

**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.

**GIA 采取的法律行动。**GIA 可以自行决定向有管辖权的法院请求涉及对所有权的对抗性主张的钻石、宝石材料或其他物品 (包括但不限于客户提交的物件) 留存于争议方应解决其所有权争议的法院。对于一方、双方或所有利益相关方采取的行动, 无论是共同采取还是分开行动, 也无论哪一方是胜诉方, 如 GIA 参与该等行动, 则 GIA 有权就其产生的合理费用 (包括但不限于律师费) 获得补偿。在对该法律行动有管辖权的法院将 GIA 从相关法律程序中排除出去且 GIA 发出书面通知之时, GIA 应就前述费用获得补偿。而且, 客户在此授予 GIA 一项权利, 允许 GIA 在其因持有、返还或以其他方式处置钻石、宝石材料或其他物品而被诉时, 可以以客户、报告方和第三方提出的有关钻石、宝石材料或其他物品的所有权的主张作为其抗辩理由。一旦 GIA 向法院移交或提出向法院移交相关钻石、宝石材料或其他物品, 客户不得反对 GIA 提出的要求退出该法律行动的请求。

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.

客户了解, GIA 并未就其能够发现或辨认出失窃或遗失的物件作出任何陈述、担保和保证。任何情况下, GIA 未能发现或辨认出失窃或遗失物件, 其都不因此而承担任何直接、间接或

其他形式的损害赔偿。而且, 对于 GIA 按照执法机构的要求行事或者依照本第 9 条执行, 其都不对客户承担任何与此相关的责任。

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.

客户同意, 对于由于对所有权的对抗性主张所引起的、与此相关的或因此而导致的任何主张、法律行动、诉讼、GIA 遭受的任何损失、损害、责任、成本和费用 (包括但不限于合理的律师费), 客户应进行抗辩 (律师由 GIA 选任) 并向 GIA 及其雇员和代理人进行赔偿并使之不受损害, 这些包括但不限于 GIA 按照相关执法机构的要求、法院命令或指令而采取的行动, 以及第三方就 GIA 返还、持有或以其他方式处置物件而针对 GIA 提出的主张。

(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.

(10) **客户保证和遵守法律。**客户向 GIA 声明、保证并承诺, 客户是依据适用法律合法存续的实体, 或是一自然人, 在任一情况下均享有其从事业务所在国家或地区法律项下的一切必要权利、权属、许可和授权以签署本协议并履行客户在本协议项下的一切义务, 并且, 客户对客户在本协议项下所有义务的履行不违反任何适用法律、法案、法规或法令。

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.

客户将遵守适用于客户的所有法律和法规。在不限制上文规定的前提下, 客户将遵守 (i) 客户注册地、成立地和/或所在地的国家或地区所有法律和法规, (ii) 适用于物品和珠宝产品的经营、出口、进口、出入任何领土或国家事宜的任何法律和法规, 包括但不限于美国的《2008 年汤姆·兰托斯制止缅甸军人集团反民主行径法案》(Tom Lantos Block Burmese JADE (Junta's Anti Democratic Efforts) Act of 2008), 该法案禁止从缅甸开采或提取的硬玉和红宝石以及含有从缅甸开采或提取的硬玉和红宝石的珠宝物品进口到美国 (包括但不限于若干个州、哥伦比亚特区、和美国的任何自治区、领地或属地, 及 (iii) 所有外汇法律和法规。客户还同意, 如果客户与第三方共享或向第三方提供报告, 客户将向该第三方提供该报告 (包括完整的封面和封底页) 正确、完整的副本。

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.

客户不得以违反任何适用的法律 (包括美国反海外腐败行为法) 的方式, 为了任何候选人、委员会、政党、政治职能或政府或政府分部或任何获推选、获委任或以其它方式获任命为其雇员或高级人员的个人利益或按该等人士的指示, 代表 GIA 或其他人直接或间接作出、提供或同意作出或提供任何贷款、礼物、捐献或其它款项 (不论是以现金或实物作出或提供), 藉以影响该实体或个人的任何行为或决定或诱使该实体或个人的个人作出或不作出任何事情, 以便取得或保留业务或其它利益。

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.

客户同意, 对于因客户未能遵守任何适用法律、违反本协议或在履行本协议时而引起的或与此相关的任何有关损失、损害、责任、成本和费用, 客户应进行抗辩 (律师由 GIA 选任)

并向 GIA 及其雇员和代理人进行赔偿并使其不受损害。GIA 可自行决定是否拒绝某些物件和某些客户提供服务。在此情况下，GIA 将按本协议规定向客户返还物件，除非适用法律禁止返还。

(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.

(11) **不保证。** 对于因物件或服务的性质而导致 GIA 不能提供服务的情况，GIA 对客户不承担任何责任。在此情况下，客户无需就未实施的服务进行付款。对于因物件或服务的性质或其它原因（包括但不限于海关、职责和积压等原因）导致 GIA 延迟完成服务的情况，GIA 对客户不承担任何责任。由收取物件的 GIA 人员或其他 GIA 人员报告的任何完成日期或交付日期均仅为非约束性的估算日期。客户进一步承认：(i) 任何报告均非任何保证、估价或鉴定，亦不得作为任何保证、估价或鉴定被提及，(ii) GIA 不对物件作经济估价，(iii) 对于服务、任何报告、任何报告中包含或排除的信息、任何 GIA 刻码或其他既有刻码或标记、或任何物件，GIA 不作任何声明或保证，(iv) 报告仅仅载明对于 GIA 通过运用其在提供服务时所使用的技术和设备就物件所实施服务的各项结果的描述，但是，基于 GIA 的酌情权，报告可能载有亦可能不载有对任何物件上所包含的任何 GIA 刻码或其它既有刻码或标记的概述或描述，包括但不限于刻码既已存在的情况，(v) GIA 对任何物件所实施的服务，其结果可能与其它方对同一物件所实施的类似服务之结果有所不同，这取决于实施服务的时间、方法和实施者，以及该等服务所用技术的届时现行状态；并且，由于技术和设备的变化和改进，这些结果在将来也会有所不同，(vi) 任何 GIA 刻码或其它既有刻码或标记并不就任何物件的识别、质量、原产地或来源作出任何保证，因为（除了其它原因外）第三方可能在物件上刻码，而任何 GIA 刻码或其它既有刻码或标记可能被打磨掉，(vii) 即使本协议有任何其它条款（包括但不限于上文第 8 条），GIA 刻码或其它既有刻码或标记中的商标、服务标志、标识、词语、字符或其它符号，除 GIA 报告编号或 GIA 的商标、服务标志或标识以外，均完全由客户决定并归属于客户，它们既不属于 GIA，亦不表示 GIA 作出任何认定，以及 (viii) 对于 eReport，图像颜色和分辨率将取决于客户的硬件状况，而且除非与 eReport 中包含的信息相关，物件的图像不可以用于评估该物件。如果客户要求任何物件上有刻码，则客户向 GIA 声明并保证客户有权让 GIA 刻写组成该物件上该刻码的任何所要求的商标、服务标志、标识、词语、字符或其它符号。此外，如果 GIA 依其酌情权认为客户要求刻写在任何物件上的任何刻码会引起误导或可能违反任何适用法律或其它法律要求，GIA 可拒绝在物件上刻写该刻码。GIA 特别声明不作出任何明示、默示或法定的保证，包括但不限于对特定用途的适用性、适销性和不侵权的默示保证。客户进一步同意，GIA 网站上的任何信息、GIA 情报性或促销性材料中的任何信息、或 GIA 口头传达的任何信息均不得视为 GIA 所作的任何声明或保证。本条中所规定的免责应在法律许可的最大范围内予以适用。客户特此承认其并没有依赖任何人或实体的任何保证或陈述而签订本协议。

(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.

(12) **报告副本。** 如有第三方要求得到客户新近提交给 GIA 进行评级或其它服务的某一物件（包括但不限于在本协议日期前客户提交的任何物件）的报告资料的概述或报告的复印件或副本，或者客户提前书面通知 GIA，授权 GIA 向第三方提供报告副本，并指明有权从 GIA 处获得报告的第三方的名称，同时授权 GIA 就该等报告中的结论与第三方进行沟通，则 GIA 可以依其酌情权出具该物件最新报告中所包含的资料的概述或该物件最新报告的复印件或副本，并就该物件最新报告中的结论与第三方进行沟通。GIA 可单独酌情决定就报告资料的概述或报告的复印件或副本向第三方收取某些费用。如客户要求获得报告的复印件或副本，则客户了解，该等报告的复印件或副本并非 GIA 报告。报告复印件或副本中包含的信息代表在该 GIA 报告指明之日期（即该物件被 GIA 实验室评级、检测、检查或分析之日）、GIA 报告原件中所描述的信息。报告复印件或副本并不构成对物件的任何形式的保证、确认有效或担保，包括但不限于该物件现在的品质或特性。GIA 报告原件中包含的所有限制在此全部适用。报告复印件或副本的接收人可就该报告中包含的信息咨询有资质的珠宝商或宝石学家。

(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).

(13) **无许可。** GIA 提供服务的行为，并不转让 GIA 专利、著作权、商标或其它知识产权项下的任何许可，无论是明示还是默示，无论是禁止反言还是其它。GIA 明示保留其在该等知识产权项下的全部权利。客户保证不滥用（是否为滥用以 GIA 的判断来决定）GIA 或 Gemological Institute of America, Inc. 的任何商号、商标或服务标志。虽然 GIA 并未在此授权或许可使用任何商号、商标或服务标志，但 GIA 将不会视广告中的“正常使用”为滥用之一，例如宣称客户销售的宝石带有说明宝石特征的 GIA 报告，只要此等广告不具有欺骗性、误导性且也不违反适用法律。对于因客户欺骗性、误导性或违法的行为导致的任何损失、损害、责任、成本和费用，客户应对 GIA 及其雇员和代理人进行赔偿，并使其不受损害。滥用包括但不限于后述广告、宣传或促销活动：该活动以任何方式暗示客户、其产品或服务由 GIA 销售、赞助或批准，或该活动明示或暗示任何 GIA 报告是除对特定物件某些特征的一项说明以外的任何其它事物。此外，客户同意遵守 GIA 网站 [www.gia.edu](http://www.gia.edu) 上公布的 GIA 届时现行的“广告使用指南”的条款和条件。

(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.

(14) **客户授权代表。**在客户遵守 GIA 届时现行的政策和程序的前提下，客户可以指定一位或多位个人（包括，例如雇员、代理人、承包商、或其他任何自然人）（合称“**授权代表**”），接受授权代表客户向 GIA 提交物件和/或要求 GIA 提供服务和/或为 GIA 退还客户的物件签署收据并收取物件（合称“**代理活动**”）。为避免疑问，对于使用客户独有的 GIA 顾客号码从事代理活动的人的行为和不作为，客户应承担全部责任。客户应向 GIA 提交授权个人的名单，该名名单构成客户对这些个人代表客户从事代理活动的授权。GIA 可将任何该等代理人要求提供的任何服务记入客户帐内。此外，客户特此授权 GIA 将客户提交的每个物件交付给出示该物件收据的任何人，该收据构成客户对该人收取客户物件的授权 - 除非 GIA 在该交付行为发生之前收到相反的书面通知。对于将物件交付给不提供收据的个人或实体，GIA 可向客户收取额外费用，客户同意支付所有该等费用。前述客户所授权个人发生的所有行为或不作为均应视为客户的行为，客户应对该等个人的这些行为或不作为承担首要责任。客户将单独对按本协议所述由 GIA 交付的任何物件的任何灭失或损坏负责，而且 GIA 将不对任何上述灭失或损坏承担任何责任或义务。

(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.

(15) **个人信息。**客户知悉，GIA 可以直接从客户的授权代表处收集客户及其授权代表的个人信息，包括但不限于姓名、公司名称、职务、联系信息、身份认证信息例如政府发放的身份证（统称“**个人信息**”），和/或客户也可以向 GIA 提供其授权代表的个人信息。

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.

客户进一步确认并同意，GIA 可为与履行本协议合理相关之目的使用和处理（包括但不限于存储、传送、分析、编辑及校对）个人信息。客户亦了解并同意，GIA 可能将该等个人信息传送到搜集该等信息的国家，包括但不限于美国，且 GIA 可以将该等个人信息提供其全球关联方。客户确认并同意，该等信息可以被传送到无信息保护法律或信息保护法律健全程度不及客户所在地的国家。

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.

客户同意其有责任遵守与个人信息收集、使用和共享相关的适用法律。如果任何适用法律要求授权代表或任何其他相关信息主体被通知或同意对其个人信息进行处理，包括但不限于 GIA 按照本协议的规定如此要求，则客户应发出该等通知并取得相关信息主体的同意。应要求，客户应向 GIA 提供该等通知和/或同意的副本。客户陈述并保证，其有权向 GIA 提供该等个人信息，且客户就个人信息的收集、共享、处理和传送已向客户授权代表发出所有要求的通知且已取得其同意，以便 GIA 能够按适用法律规定和本协议规定处理该等个人信息。

(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.

(16) **同意营销。**客户同意，其自身及其雇员、代理人或其他授权代表（统称“**雇员**”）同意接收 GIA 通过电子邮件发出的营销和宣传通讯。客户及客户雇员可随时依照电子邮件中的指示撤回其接收该等通讯的同意。请注意，GIA 可能会出于公事目的继续向客户（包括那些已撤回其同意通过电子邮件接收营销通讯的雇员）发送非营销类通讯。而且客户同意且应当取得其授权代表的同意按照以下电话号码通过短信接收相关通讯，包括营销和非营销通讯：(i) 客户不时向 GIA 提供的电话号码，(ii) GIA 记录的客户的其他电话号码，或 (iii) 公开可获得的电话号码。

(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.

(17) **返还物件和交付报告。**客户同意，对于呈递给 GIA 的所有物件，GIA 可以在向客户返还物件并向客户交付报告连同物件时，使用客户向 GIA 运送该等物件时所使用的相同承运人。客户同意，GIA 在将物件运回给客户时，可按客户向 GIA 运送该等物件时所申报的相同价值为物件投保 - 如果能够通过相关承运人进行该项投保的话。即使有前述规定，如果该等保险金额并未包括在 GIA 收到该物件时自相关承运人处收到的文件内，则 GIA 可自行决定在将物件运回给客户时不购买保险，除非客户书面指示 GIA 购买该等保险。客户同意，GIA 仅对包裹投保最高保额 25,000 美元。即使前面有相反规定，如客户事先书面同意，GIA 可返递递交给其的全部物件，并使用客户向 GIA 运送该等物件时所使用的相同承运人向客户递送报告以及物件，但 GIA 在该承运人处应使用一个与客户所使用的账户不同的账户。客户进一步同意支付并向 GIA 补偿往返 GIA 的所有运输费和保险费，以及在客户所在国家或地区发生的海关关税（若有）。客户同意，如果物件按照本段规定或按照客户明确书面指示进行运输，对于任何物件发生的灭失或损坏，GIA 不承担任何义务或责任，包括但不限于，如按照客户要求使用客户在联邦快递或 UPS 的账户或使用客户的联邦快递或 UPS 邮寄单致使递送物品被退回，则 GIA 在此不对包裹丢失、损坏或失窃承担任何责任。运送过程中的任何灭失或损坏索赔应由客户向承运人提出，而且任何承运人不应视为 GIA 的代理人。GIA 可以分批装运物件和报告给客户。如果 (i) 客户未提供所要求的许可、执照或证书，(ii) 客户未支付物件进入客户所在国家或地区的有关海关关税，或 (iii) 因任何其它原因，导致物件被该国家或地区的有关政府部门（包括但不限于海关部门）没收或另行处置，客户应独自承担该等风险。尽管有上述规定，GIA 有权扣留/保留物件和/或报告，直至 GIA 收到客户支付的应付 GIA 所有有关费用的付款为止。尽管本协议中有任何相反的规定，GIA 可酌情拒绝就某些物件或为某些客户履行服务，而在该情况下，除非适用法律另行禁止，否则 GIA 将按本协议的规定将物品退回给客户。

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.

即使本协议其他条款和条件有相反规定，如客户向 GIA 递送物品且 (i) 在 GIA 按照客户书面通知中指定的最新地址向客户发出通知（无论该等通知是否能成功递送）告知其可以前来领取物件后的六十（60）日内，客户未能来 GIA 处领取物件，(ii) 客户指示 GIA 不要向其返还物件，(iii) 客户拒绝递送或返还物件，或客户要求 GIA 就该物件提供服务，但客户拒绝为此服务支付费用，或 (iv) 客户通知 GIA 其不会去 GIA 处领取物件，则除非相关法律有不同规定，客户在此向 GIA 转让与该物件相关的一切权利、所有权和利益而 GIA 无需就该物件支付任何对价。如该物件转让给 GIA，则 GIA 可以自行决定将该物件出售、赠送或作其他处置，或者 GIA 可以保留该物件用以进一步完成工作任务，包括但不限于用于 GIA 教学和研究相关事项。客户向 GIA 陈述并保证客户是该等物件唯一的独占所有人，且客户有权按照本条规定将该等物件的所有权转让给 GIA。

(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.

(18) **客户密码。**GIA 可能会向客户提供一个用户名/用户标识和/或密码，以使客户能够向 GIA 提交与本协议相关的信息（合称“密码”）。客户独自负责对客户密码保密和保证安全。客户不得将客户密码透露给任何人。对于无论是否经过客户授权而对客户密码或通过客户密码所发生的所有活动，客户应独自承担责任。对于因使用客户密码而发生的任何损失、损害和责任，客户应对 GIA 进行赔偿并使其不受损害。对于未经授权使用客户密码的行为或其它违反安全保密的行为，客户将立即通知 GIA。对于经授权或未经授权使用客户密码而导致的任何损失，GIA 不承担任何责任，并且，GIA 可依赖于为某项请求而向 GIA 出示客户密码时给予 GIA 的各项指示。

(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.

(19) **GIA 的任务和许可。**客户理解并同意，GIA 的任务是通过宝石学方面的各项服务和研究等方法，确保全世界范围内宝石和珠宝的公众信任。因此，客户同意，GIA 可以 (i) 将服务结果纳入其研究数据库，(ii) 将这些结果用于与 GIA 任务相关的研究和其它目的，及 (iii) 拍摄物件照片，并将这些照片用于与 GIA 任务相关的 GIA 的各种目的。客户特此放弃其在服务结果或该等照片当中可能享有的针对 GIA 的任何知识产权主张、诉讼或起诉（若有）。若 GIA 公布任何与客户有关的信息，除非客户明确表示同意（包括但不限于第 8 条的规定），GIA 不得指明客户身份。

(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.

(20) **商业道德。**客户已经审查了 GIA 网站上公布的当前适用于 GIA 所有雇员的《行为规范和职业道德》（“规范”）。客户同意，在与 GIA 的所有交易及与 GIA 人员的所有交往中，全面遵守《规范》的所有规定，并按照《规范》中阐明的各种价值观念开展业务。

(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.

(21) **信息传送。**为履行本协议项下义务之目的或其他目的（包括但不限于客户管理之目的、处理以及遵照法律要求），GIA 可以将客户信息（包括个人信息）在世界范围内（包括但不限于美国）传送给 GIA 办公室、关联方或第三方（仅限履行本协议项下义务所必须）。GIA 可以在美国以及该等信息最初提供国存储该等客户信息（包括个人信息）。

(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.

(22) **将报告用于批量销售。**客户向 GIA 陈述并保证客户不会将报告用于报告中指明的物件之外的其他物品。

(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.

(23) **法定时效。**尽管适用法律规定了任何更长的法定时效，与本协议、某物件或任何服务或本协议项下双方关系相关的所有诉因、主张或起诉，无论是基于合同、侵权或其它理由，均不得在该诉讼、主张或起诉的理由发生之日后超出十二（12）个月提起或提出。如果适用的法律禁止缩短上述的适用法定时效，则上述规定并不适用。如果适用的法律容许缩短法定时效但不得缩短至上述的 12 个月期限，则上述期限应被视为修改至适用法律所认可的最短期限。此外，在适用法律允许的范围内，如果一方在诉讼或主张发生之日后十二（12）个月内没有提起或提出该等必要的起诉、诉讼或法律程序，则该方将被视为已放弃其就此享有的权利。

(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.

(24) **律师费。**如果 GIA 聘请律师，追讨本协议项下应付的任何款项（无论是否提起诉讼），或在涉及某项报告的任何法律诉讼中代表 GIA 而 GIA 并非该诉讼当事人但客户为当事人，则客户同意除其它到期应付款项外，还向 GIA 支付 GIA 因此发生的律师费、成本及其它开支。

(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.

(25) **报告和发票条款；及客户采购订单。**客户同意，GIA 向客户出具的任何收据中以及服务发票/装箱单中包含的各项条款和条件纳入本协议，成为本协议的一部分。本协议条款取代任何报告中的任何不一致条款。客户采购订单或其它文件中所载明的任何不一致条款或追加条款均为无效，除非经 GIA 授权代表签署书面文件明确同意。

(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.

(26) **修订；弃权；可分割性。**本协议惟经双方授权代表签署书面补充协议方可予以修订。任何一方不得被视为放弃本协议任何规定，亦不得被视为赦免任何违约行为，除非该弃权或同意采用书面补充协议形式，并经主张该弃权所针对的一方由其代表予以签署。对本协议违约行为的弃权，不构成对任何一方发生的其它、不同或后续违约行为的同意、弃权或赦免。如果本协议任何部分或本协议条款的任何部分被认定无效或不可强制执行，该部分应予以修订，以取得尽可能接近原有条款的同等经济效果，并且本协议其余部分应保持充分有效。未经 GIA 书面同意，本协议不得凭交易习惯或以前的惯常交易方式予以修改、补充、附以条件或解释。任何陈述、允诺或条件，除非以书面形式明示规定并经客户和 GIA 的授权代表签署，否则对任何一方均无约束力。

(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.

(27) **协议期限和终止。**本协议于生效日生效，并应在客户签订下一份客户协议之日终止。任何一方均可提前三十天发出书面通知终止本协议，但是，本协议应适用于在该通知之日正在提供的任何服务，并且，如果双方未签订新的客户协议，应适用于在该通知之日后要求提供的任何服务。而且，如果客户违反本协议任何条款，GIA 可以向客户发出通知立即终止本协议。在遵守本协议其他条款和条件的前提下，包括但不限于本协议第 7、8 和 9 条，一旦本协议终止，GIA 将在合理期间内向客户返还其持有的任何物件。GIA 可以自行决定在将该等物件返还给客户之前是否完成客户要求的或本协议规定的与该等物件相关的服务。本协议规定的客户对 GIA 的赔偿义务及客户对本协议项下提供的服务的付款义务应于本协议终止后继续有效。此外，本协议的下列条款应于本协议终止后继续有效：第 4 条、第 5 条、第 7 至 13 条、第 15 条、第 16 条、第 19 条、第 21 条、第 23 至 34 条，以及前述条款在特定国家附件中的相应规定。

(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.

(28) **管辖法律。**本第 28 条的规定应当适用，除非客户交付或运送物件至印度、泰国、博茨瓦纳、南非或日本的 GIA，或位于以上国家（每一国家单独称为“**特定国家**”）的 GIA Lab Direct Program Participant。在上述情形中，作为第 28 条规定的例外，本协议特定国家附件中关于管辖法律的规定应当适用。客户已经阅读本协议，并同意：本协议、本协议项下发生的或与本协议相关的任何争议（定义见下文）（无论基于合同、侵权或其它理由），及本协议的效力、履行和解释应在所有方面受美利坚合众国法律和加利福尼亚州法律的管辖并按美利坚合众国法律和加利福尼亚州法律解释，而不适用其法律冲突原则。双方同意，明确排除整个《联合国国际货物销售合同公约（1980）》对本协议的适用。

(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.

(29) **英文。**本协议仅以英文编写和签署，而且英文文本和本协议任何其它语言译本之间以英文文本为准。与本协议相关的所有法律程序均应以英文进行。

(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.

(30) **争议解决及仲裁条款。**本第 30 条的规定应当适用，除非客户交付或运送物件至某一特定国家的 GIA 或任何位于特定国家的 GIA Lab Direct Program Participant。在上述情形中，作为第 30 条规定的例外，本协议特定国家附件中关于争议解决的规定应当适用。

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**”).

客户在此同意，除非本条在下文有明确规定，对于与本协议相关的或因本协议发生的所有争议、起诉、诉讼和主张（“**争议**”）都应按照本条规定通过具有约束力的仲裁解决。本协议项下要求进行的仲裁应由三（3）名仲裁员组成仲裁庭审理并作出裁决。双方各有权指定一（1）名仲裁员。两名被选定的仲裁员应共同选定仲裁庭的第三名仲裁员。本协议项下提交仲裁的所有争议均受上述管辖法律的管辖。本协议任何内容均不要求 GIA 将涉及下列事项的争议提交仲裁：(i) 本协议项下欠付 GIA 的款项，或 (ii) 对 GIA 知识产权的侵权或盗用（统称“**特殊争议**”）。

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.

如客户位于美国境内，则届时适用的美国仲裁委员会（“**AAA**”）规则（“**美国仲裁规则**”）应适用于本协议项下的任何仲裁，如果客户位于美国境外，则届时适用的联合国国际贸易法委员会（“**UNCITRAL**”）仲裁规则（“**国际仲裁规则**”）应适用于本协议项下的任何仲裁，但本条规定不同于适用的美国仲裁规则或国际仲裁规则者除外。如适用国际仲裁规则，则指定机构为 AAA，案件应当由 AAA 按照其《UNCITRAL 仲裁规则项下案件程序》进行仲裁。如适用美国仲裁规则，则由 AAA 主持并进行仲裁。仲裁庭的裁决应经多数票作出。仲裁庭不可裁定为本协议所排除的惩罚性赔偿或其它赔偿。仲裁庭可裁定与上述管辖法律相一致的禁令、实际履行或临时限制令。每一方只能在有另一方在场的情况下方可与仲裁员交流或通过向仲裁员及另一方提交书面文件的形式与仲裁员交流。除非双方另行书面同意，仲裁庭应迅速作出裁决（任何情况下均不得晚于庭审结束后三十（30）个日历日）。除非双方另行书面同意，仲裁庭的决定和裁决应载明理由，说明作出决定的依据，并应采用书面形式。裁决未在上述期限内作出并不影响该裁决的效力。与仲裁相关所作的决定或裁决为终局，且对仲裁双方均有约束力。胜诉方可将决定或裁决提交加利福尼亚州圣地亚哥市或纽约州纽约市有管辖权的法院确认，该法院应立即发出确认该决定或裁决的命令。

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.

仲裁裁决应按照与一方对另一方胜诉程度相对应的方式，在双方之间分摊仲裁员费用和仲裁费用。无论通过仲裁还是在上文规定的法院解决争议，胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对另一方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人，以及申请人未能从被申请人获得补偿情况下的被申请人。

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.

仲裁应当在美利坚合众国加利福尼亚州圣地亚哥市或纽约州纽约市进行。如 GIA 在前述城市之一申请仲裁，客户可自行决定选择将仲裁地点移至另一城市，但客户应在 GIA 提请仲裁之后的三十（30）日内以书面形式作出上述选择。如果客户未能在以上规定期限内作出选择，则视为客户放弃选择权。

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.

双方均有权进行适用的美国仲裁规则或国际仲裁规则规定的或仲裁委员会另行规定的证据披露。所有仲裁程序应以英文进行，仲裁决定和仲裁卷宗记录应以英文编制。按照本条进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。

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.

仲裁员不得合并超过一人或一个实体的诉讼请求，且不得主持任何形式的集体或代表人程序或诉讼请求（例如集体诉讼、合并行动或私人检察官行动），除非在仲裁程序开始后客户和 GIA 双方各自授权代表签署书面文件特别同意进行该等行为。

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.

如果任何一方善意地认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁相关的任何保密信息或商业秘密进行保密。

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.

虽有任何争议按本条规定提交仲裁，如该争议为特殊争议，则对该争议的仲裁不得禁止任何一方同时就该特殊争议向本条规定的有管辖权的一个或多个法院寻求禁令救济或衡平救济，或者在 GIA 寻求该等禁令救济或衡平救济的情况下，不得禁止 GIA 向对客户有管辖权的一个或多个法院申请救济。

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

**对于美国境内客户的特别条款。** 下列条款适用于位于美国境内的客户。

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.

即使本条有前述其他规定，如客户位于美国境内，则客户或 GIA 可以选择将争议提交法院而非仲裁解决：(a) 争议可以或已经提交位于美国的小额诉讼法院；或 (b) 在客户首次同意本协议条款后的三十 (30) 日内 ("选择期限") 选择不适用本条规定的仲裁程序。如客户位于美国，则客户可以向 GIA 法律部邮寄书面通知告知其选择不适用本条规定的仲裁条款，邮寄地址为加利福尼亚州卡里斯巴德阿玛达大道 5355 号，邮编 92008。客户的书面通知必须包括以下内容：(1) 客户的名称和顾客号码，(2) 客户的地址，以及 (3) 明确声明客户不愿通过仲裁解决与 GIA 之间的争议。美国客户不选择仲裁条款的决定对客户与 GIA 之间的关系不会造成任何不良影响。任何选择期限之后收到的选择请求都将被视为无效，且客户必须按本条规定将争议提交仲裁或小额诉讼法院。为避免歧义，只有位于美国境内的客户可以选择通过法院解决争议而不适用本条规定的仲裁条款。

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.

如美国客户按照前文所述放弃仲裁条款而选择将争议提交法院，则这一放弃集体诉讼的规定对客户不适用。如客户未能遵守以上要求的选择程序，则客户不得作为集体诉讼代表、成员或以其他方式参与集体诉讼、合并诉讼或代表人诉讼程序。

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.

如美国客户已按照前述规定的程序选择放弃本条规定的仲裁而将争议提交法院解决，则客户在此同意其将所有争议按照属人管辖提交位于美国纽约州纽约市或加利福尼亚州圣地亚哥市的美国联邦法院，但如果该等联邦法院对客户或该争议没有管辖权，则应将争议提交位于美国纽约州纽约市或加利福尼亚州圣地亚哥市的州法院。该等法院的管辖是具有排他性的，但任何一方均可向具有管辖权的法院寻求禁令救济或衡平救济。客户同意，其不会向上述指定以外的法院寻求争议解决。而且，如客户选择放弃本条规定的仲裁而将争议提交

法院解决，如适用法律下允许陪审审理，每一方在适用法律允许的最大范围内，特此放弃其就因本协议发生的或与本协议有关的任何诉因、主张或起诉所享有的陪审审理权利。以上应构成每一方放弃其享有的陪审审理权利的书面同意，并且任何一方均可将本协议文本提交法院作为此书面同意的证据。

(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.

(31) **完整协议；传真/PDF签字。** 本协议取代客户与 GIA 之间有关本协议所述事项的所有先前和现有协议、声明、商讨和谅解。对于本协议及本协议所附、所提及或客户另行提交给 GIA 的任何表格或文件，若通过传真或 PDF 传递其经签署的签字页、以电子形式或其他方式签署，即构成客户对本协议和该等表格和文件的正式和适当的签署。本协议应视为由双方起草，且对本协议或任何协议条款的解释都不得有利于作为起草人的一方。

(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.

(32) **通知。** 本协议要求或许可的任何通知应采用书面形式，并以下列方式交付，通知视为送达遵照下文规定：(i) 专人递送，于实际送交时视为送达；(ii) 隔夜快递，于书面确认收到时视为送达；(iii) 传真发送，于确认收到电子传递的文件时视为送达；或 (iv) 带回执的保证邮件或挂号邮件邮递，于确认收到时视为送达。给 GIA 的通知应发至本协议首页载明的 GIA 的地址，给客户的通知应发至下文签字处所列明的客户地址；通知亦可发至经一方合理提前书面通知另一方的其它地址。

(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.

(33) **分包；转让；继承人。** GIA 可以将服务的履行分包给 GIA 关联方，且 GIA 可向向其关联方之一运送物件以便履行服务，且客户特此同意并授权 GIA 向其一个或多个关联方运送物件以及由 GIA 的关联方履行服务。客户未经每一 GIA 实体书面同意不得转让本协议予任何第三方。GIA 可转让本协议 (包括但不限于予其关联公司)。本协议对 GIA 的继承人及受让人具有约束力，并适用于它们的利益。

(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, any other weather related events, acts of terrorism or government actions.

(34) **不可抗力。** 在任何情况下，GIA 均无须对因其合理控制以外的任何原因引起的未能履行或延迟承担责任，上述原因包括但不限于水灾、火灾、罢工、地震、其他天气相关事件、恐怖行为或政府行为。

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# KIMBERLEY PROCESS AND SYSTEM OF WARRANTIES CERTIFICATION

## 金伯利进程和保证体系证书

**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."

**金伯利进程**是一项政府赞助的管制毛坯钻石贸易的国际证书计划。其目的是防止冲突钻石贸易，同时协助保护毛坯钻石的合法交易。总体而言，金伯利进程寻求对毛坯钻石的国际跨境进出口进行控制，要求 2003 年 1 月 1 日以后开采的毛坯钻石储存在防损容器运输并附有“金伯利进程证书”。

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.

客户经在下文签字，即在伪证受罚原则下作出后述声明、保证和承诺：客户知晓其开展业务所在各个国家的金伯利进程法律，且客户现在并在本协议期限内即将全面遵守这些法律。

**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.

**保证体系**是一个自愿加入的体系，该体系要求参与该体系的所有毛坯钻石、抛光钻石和镶嵌钻石的购买者和销售者 (i) 在所有钻石发票上作出以下肯定声明，(ii) 对该等声明保存某些记录，及 (iii) 对流入和流出卖方的各个担保物的流动进行审计。

"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."

"本发票中所列钻石购自不涉及为冲突提供资金的合法来源，并且符合联合国决议。签名人特此保证，基于本人所知和/或基于这些钻石的供应商所提供的书面保证，这些钻石与冲突无关。"

Check one:

选择一项：

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.

客户已参加保证体系。客户经在下文签字，即在伪证受罚原则下作出后述声明、保证和承诺：客户完全遵守了保证体系的各项要求。

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:

客户未参加保证体系。如果你方是宝石和珠宝行业成员，请提供你方不参加保证体系的理由：

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### Person Completing the Form

填表人

Signature: \_\_\_\_\_

签名：

Title: \_\_\_\_\_

职务：

Company Name: \_\_\_\_\_

公司名称：

Phone: \_\_\_\_\_

电话：

Print Name: \_\_\_\_\_

印刷体姓名：

Date: \_\_\_\_\_

日期：

Email Address: \_\_\_\_\_

电子邮箱地址：

Fax: \_\_\_\_\_

传真：

### Please return this form to:

请将此表格交回以下地址：

GIA Laboratory

GIA 实验室

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

签署本页后，客户应将 GIA 联交回 GIA 实验室。

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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.

客户经在下文签字，即在伪证受罚原则下作出后述声明、保证和承诺：客户知晓其开展业务所在各个国家的金伯利进程法律，且客户现在并在本协议期限内即将全面遵守这些法律。

**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.

**保证体系**是一个自愿加入的体系，该体系要求参与该体系的所有毛坯钻石、抛光钻石和镶嵌钻石的购买者和销售者 (i) 在所有钻石发票上作出以下肯定声明，(ii) 对该等声明保存某些记录，及 (iii) 对流入和流出卖方的各个担保物的流动进行审计。

"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."

"本发票中所列钻石购自不涉及为冲突提供资金的合法来源，并且符合联合国决议。签名人特此保证，基于本人所知和/或基于这些钻石的供应商所提供的书面保证，这些钻石与冲突无关。"

Check one:

选择一项：

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.

客户已参加保证体系。客户经在下文签字，即在伪证受罚原则下作出后述声明、保证和承诺：客户完全遵守了保证体系的各项要求。

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:

客户未参加保证体系。如果你方是宝石和珠宝行业成员，请提供你方不参加保证体系的理由：

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### Person Completing the Form

填表人

Signature: \_\_\_\_\_

签名：

Title: \_\_\_\_\_

职务：

Company Name: \_\_\_\_\_

公司名称：

Phone: \_\_\_\_\_

电话：

Print Name: \_\_\_\_\_

印刷体姓名：

Date: \_\_\_\_\_

日期：

Email Address: \_\_\_\_\_

电子邮箱地址：

Fax: \_\_\_\_\_

传真：

### Please return this form to:

请将此表格交回以下地址：

GIA Laboratory

GIA 实验室

After signing this page, Client to return the GIA copy to the GIA Laboratory.  
签署本页后，客户应将 GIA 联交回 GIA 实验室。



# USA PATRIOT ACT COMPLIANCE CONFIRMATION FORM

## 遵守美国爱国者法案确认表

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.

美国爱国者法案要求宝石和珠宝行业某些领域实施反洗钱守法计划。为维持公司治理中的最佳运作，请在下列选项中选择适当的选项并填写要求提供的信息。你方声明并保证下文提供的信息在本协议期限内完整准确。你方同意，在下列信息不再完整或准确时对信息进行更新。

Check one: 选择一项:

- Individual or company in the gem and jewelry industry. Complete and sign the form below.  
宝石和珠宝行业中的个人或公司。请填写并签署下列表格。
- Individual public consumer seeking GIA services for personal use. Complete section 5 only.  
为个人用途寻求 GIA 服务的个人公共客户。请仅填写第 5 项。

### 1. Company Information 公司信息

Company Name: _____ 公司名称:	Trading Name (if different): _____ 商号 (若不同):
Street Address: _____ 街道地址:	Postal Address: _____ 邮政地址:
City, State/Province, Postal Code: _____ 州/省、城市、邮政编码:	Country: _____ 国家:
Phone: _____ 电话:	Email Address: _____ 电子邮箱地址:

### 2. Government Issued Identification Numbers (If not available, please complete Section 2A.) 政府颁发的识别号码 (若适用, 请填写第 2A 项。)

Tax Identification Numbers: 税务识别号: _____	Issuing Body or Agency: 颁发单位或部门: _____
_____	_____
_____	_____

### 2A. If Tax Identification Numbers are not available 若无税务识别号码

Social Security Number or Passport Number of Principals: 本人社会保险号码或护照号码: _____	Name: 姓名: _____	Issuing Body or Agency: 颁发单位或部门: _____
_____	_____	_____
_____	_____	_____

### 3. Business Licenses 营业执照

License Number: 执照号码: _____	Type of License: 执照类别: _____	Issuing Body or Agency: 颁发单位或部门: _____
_____	_____	_____
_____	_____	_____

### 4. Does or will the company have a USA Patriot Act Compliance Program? Yes No 公司现在或将来是否有美国爱国者法案守法计划? 是 否

Name: _____ 姓名:	Title: _____ 职务:
Phone: _____ 电话:	Email Address: _____ 电子邮箱地址:
Fax: _____ 传真:	

If no, state the reason: 如无, 请说明原因: \_\_\_\_\_

### 5. Name of Person Completing the Form 填表人姓名

Signature: _____ 签字:	Print Name: _____ 印刷体姓名:	Date: _____ 日期:
Title: _____ 职务:	Email Address: _____ 电子邮件地址:	<b>Please return this form to:</b> <b>请将此表格交回以下地址:</b> <b>GIA Laboratory GIA 实验室</b>
Company Name: _____ 公司名称:	Fax: _____ 传真:	

#### GIA Office Use Only 仅供 GIA 办公室使用

Received By: _____ 收件人:	Date: _____ 日期:	Entered By: _____ 存档人:	Date: _____ 日期:	Client #: _____ 客户号:
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After signing this page, Client to return the GIA copy to the GIA Laboratory. 签署本页后, 客户应将 GIA 联交回 GIA 实验室。

# USA PATRIOT ACT COMPLIANCE CONFIRMATION FORM

## 遵守美国爱国者法案确认表

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美国爱国者法案要求宝石和珠宝行业某些领域实施反洗钱守法计划。为维持公司治理中的最佳运作，请在下列选项中选择适当的选项并填写要求提供的信息。你方声明并保证下文提供的信息在本协议期限内完整准确。你方同意，在下列信息不再完整或准确时对信息进行更新。

Check one: 选择一项:

- Individual or company in the gem and jewelry industry. Complete and sign the form below.  
宝石和珠宝行业中的个人或公司。请填写并签署下列表格。
- Individual public consumer seeking GIA services for personal use. Complete section 5 only.  
为个人用途寻求 GIA 服务的个人公共客户。请仅填写第 5 项。

### 1. Company Information 公司信息

Company Name: _____ 公司名称:	Trading Name (if different): _____ 商号 (若不同):
Street Address: _____ 街道地址:	Postal Address: _____ 邮政地址:
City, State/Province, Postal Code: _____ 州/省、城市、邮政编码:	Country: _____ 国家:
Phone: _____ 电话:	Email Address: _____ 电子邮箱地址:

### 2. Government Issued Identification Numbers (If not available, please complete Section 2A.) 政府颁发的识别号码 (若适用, 请填写第 2A 项。)

Tax Identification Numbers: 税务识别号: _____	Issuing Body or Agency: 颁发单位或部门: _____
_____	_____
_____	_____

### 2A. If Tax Identification Numbers are not available 若无税务识别号码

Social Security Number or Passport Number of Principals: 本人社会保险号码或护照号码: _____	Name: 姓名: _____	Issuing Body or Agency: 颁发单位或部门: _____
_____	_____	_____
_____	_____	_____

### 3. Business Licenses 营业执照

License Number: 执照号码: _____	Type of License: 执照类别: _____	Issuing Body or Agency: 颁发单位或部门: _____
_____	_____	_____
_____	_____	_____

### 4. Does or will the company have a USA Patriot Act Compliance Program? Yes No 公司现在或将来是否有美国爱国者法案守法计划? 是 否

Name: _____ 姓名:	Title: _____ 职务:
Phone: _____ 电话:	Email Address: _____ 电子邮箱地址:
Fax: _____ 传真:	

If no, state the reason: 如无, 请说明原因: \_\_\_\_\_

### 5. Name of Person Completing the Form 填表人姓名

Signature: _____ 签字:	Print Name: _____ 印刷体姓名:	Date: _____ 日期:
Title: _____ 职务:	Email Address: _____ 电子邮件地址:	<b>Please return this form to:</b> <b>请将此表格交回以下地址:</b> <b>GIA Laboratory GIA 实验室</b>
Company Name: _____ 公司名称:	Fax: _____ 传真:	

#### GIA Office Use Only 仅供 GIA 办公室使用

Received By: _____ 收件人:	Date: _____ 日期:	Entered By: _____ 存档人:	Date: _____ 日期:	Client #: _____ 客户号:
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After signing this page, Client to return the GIA copy to the GIA Laboratory. 签署本页后, 客户应将 GIA 联交回 GIA 实验室。

## EXHIBIT – INDIA 印度 - 附件

(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.

(1) **管辖法律及司法管辖区。**本协议应受印度法律管辖并按印度法律解释，并且在遵守下文仲裁条款的前提下，只有孟买的合适法院为有管辖权的法院。双方同意明确排除整个《联合国国际货物销售合同公约（1980）》对本协议的适用性。

### (2) Arbitration

#### (2) 仲裁

(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.

(2.1) 如果在本协议的存续期间或其后时间，本协议任何一方之间或双方相互之间就本协议的任何条款的效力、解释、实施或涉嫌违约或就任何问题（包括但不限于关于本协议一方终止本协议是否合法的问题）而发生任何争议，本协议的争议双方应努力友好解决该争议。本协议双方的其中一方经持续不少于 15 [十五] 天的合理尝试后给予另一方 7 [七] 天的书面通知，尝试促成友好地解决的行动即视为已告失败。

(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.

(2.2) 因本协议而发生的或与本协议有关的所有争议、分歧或主张，包括但不限于有关其存在、效力、解释、履行、终止或宣称违约的任何问题，应通过有约束力的仲裁解决。该仲裁地点为孟买，而且所有法律程序应以英文进行。按照本协议提请进行的仲裁应由三（3）名仲裁员组成仲裁庭审理并作出裁决。双方各有权指定一（1）名仲裁员。两名被选定的仲裁员应共同选定仲裁庭的第三名仲裁员。所有提交仲裁的争议，其仲裁应按照 1996 年仲裁及调解法当时有效的调解及仲裁规则进行。除另有明确规定者外，该等规则被视为因提及而纳入本条。寻求根据本条提起仲裁的一方应首先向本协议其他方送达书面通知（“仲裁通知”），载明将提交仲裁的一宗或多宗事项。所有主张和反主张在该等主张或反主张于提起任何仲裁时已知的情况下，应合并起来并在同一仲裁程序中裁定。支付仲裁费用的按金应由仲裁双方平均分担。除了处理案件的法律理据之外，由（一名或多名）仲裁员作出的裁决除了处理案件的理据之外，还应厘定仲裁费用及决定须承担该等费用的一方或本协议双方承担该等费用的比例。由（一名或多名）仲裁员作出的裁决应为终局，对本协议各方有决定性的作用，而不论该等各方曾否参与仲裁，而且可在任何有管辖权的法院强制执行。

(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.

(2.3) 本协议项下提交仲裁的所有争议均受上述管辖法律的管辖。即使本协议有任何规定，GIA 可以自行决定不将涉及下列事项的争议提交仲裁：(i) 本协议项下欠付 GIA 的款项，或 (ii) 对 GIA 知识产权的侵权或盗用。仲裁员不可裁定本协议所排除的惩罚性赔偿或其它赔偿。仲裁员可发出与上述管辖法律相一致的禁令、强制履行令或临时限制令。每一方只能在有另一方在场的情况下方可与仲裁员交流或通过向仲裁员及另一方提交书面文件的形式与仲裁员交流。除非双方另行书面同意，仲裁庭应迅速作出裁决。除非双方另行书面同意，仲裁庭的决定和裁决应载明理由，说明作出决定的依据，并应采用书面形式。裁决未在上述期限内作出不影响该裁决的效力。按照本附件进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方善意地认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁相关的任何保密信息或商业秘密进行保密。虽然争议已按本条规定提交仲裁，但该争议的仲裁不得禁止任何一方向有管辖权的法院寻求禁令救济或衡平法救济。

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.

仲裁员不得合并超过一人或一个实体的诉讼请求，且不得主持任何形式的集体或代表人程序或诉讼请求（例如集体诉讼、合并行动或私人检察官行动），除非在仲裁程序开始后客户和 GIA 双方各自授权代表签署书面文件特别同意进行该等行动。客户不得作为集体诉讼代表、成员或以其他方式参与集体诉讼、合并诉讼或代表人诉讼程序。

(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.

(3) **印花税的支付。**客户应 (i) 向 GIA 交付一份已盖章的协议并 (ii) 支付任何适用的印花税。如客户未能履行前述义务，则客户应赔偿 GIA 并补偿 GIA 因取得印章并支付印花税所导致的由 GIA 支付的任何及一切成本、费用、罚金及其他金额，包括任何因客户未能及时支付印花税所导致的处罚。客户不反对采纳本协议作为本协议未能盖章的证据。

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## EXHIBIT – THAILAND 泰国-附件

(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.

(1) **管辖法律。**本协议项下发生的或与本协议相关的任何争议（无论基于合同、侵权或其它理由），及本协议的效力、履行和解释应在所有方面受泰国法律的管辖并按泰国法律解释，而不适用其法律冲突原则。双方同意，明确排除整个《联合国国际货物销售合同公约（1980）》对本协议的适用。

(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.

(2) **法院选择；仲裁。**客户特此同意，与本协议有关的或因本协议产生的所有争议、起诉、诉讼和主张（“争议”），应按本条规定由客户和 GIA 提交仲裁解决。本协议项下要求进行的仲裁应由三（3）名仲裁员组成仲裁庭审理并作出裁决。双方各有权指定一（1）名仲裁员。两名被选定的仲裁员应共同选定仲裁庭的第三名仲裁员。本协议项下提交仲裁的所有争议均受上述管辖法律的管辖。本协议任何内容均不要求 GIA 将涉及下列事项的争议提交仲裁：（i）本协议项下欠付 GIA 的款项，或（ii）对 GIA 知识产权的侵权或盗用。届时适用的泰国仲裁协会仲裁规则（“仲裁规则”）应适用于本协议项下的任何仲裁，但不同于本条规定者除外。指定机构为泰国司法部仲裁协会，案件应当由泰国仲裁协会按照其仲裁规则进行仲裁。仲裁庭的裁决应经多数票作出。仲裁庭不可裁定为本协议所排除的惩罚性赔偿或其它赔偿。仲裁庭可裁定与上述管辖法律相一致的禁令、实际履行或临时限制令。每一方只能在有另一方在场的情况下方可与仲裁员交流或通过向仲裁员及另一方提交书面文件的形式与仲裁员交流。除非双方另行书面同意，仲裁庭应迅速作出裁决（任何情况下均不得晚于庭审结束后三十（30）个日历日）。除非双方另行书面同意，仲裁庭的决定和裁决应载明理由，说明作出决定的依据，并应采用书面形式。裁决未在上述期限内作出不影响该裁决的效力。与仲裁相关所作的决定或裁决为终局，且对仲裁双方均有约束力。胜诉方可将决定或裁决提交任何有管辖权的法院确认，该法院应立即发出确认该决定或裁决的命令。仲裁裁决应按照与一方对另一方胜诉程度相对应的方式，在双方之间分摊仲裁员费用和仲裁费用。胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人，以及申请人未能从被申请人获得补偿情况下的被申请人。仲裁应当在泰国曼谷进行。双方均有权进行仲裁规则规定的或仲裁规则另行规定的证据披露。所有仲裁程序应以英文进行，仲裁决定和仲裁誊写记录应以英文编制。按照本条进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方善意地认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁相关的任何保密信息或商业秘密进行保密。虽有任何争议按本条规定提交仲裁，但该争议的仲裁不得禁止任何一方有管辖权的法院寻求禁令救济或衡平救济。

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.

仲裁员不得合并超过一人或一个实体的诉讼请求，且不得主持任何形式的集体或代表人程序或诉讼请求（例如集体诉讼、合并行动或私人检察官行动），除非在仲裁程序开始后客户和 GIA 双方各自授权代表签署书面文件特别同意进行该等行动。客户不得作为集体诉讼代表、成员或以其他方式参与集体诉讼、合并诉讼或代表人诉讼程序。

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## EXHIBIT – SOUTH AFRICA 南非-附件

(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.

(1) **管辖法律。**客户已阅读本协议，并同意，本协议、按本协议产生的或与本协议有关的任何争议（不论基于合同、违法行为或其它理由），以及本协议的有效性、履行和解释应在一切方面受南非共和国法律的管辖，并按南非共和国的法律解释。在遵守下文仲裁条款的前提下，在因本协议产生或与本协议有关的任何争议中，双方特此同意并服从（南非）约翰内斯堡南豪登高等法院的非专属管辖权。双方同意，所判给的任何讼费可按律师费和委托费的标准追讨，但如法院具体决定该标准不适用则除外，在此情况下，讼费将按依照法院命令追讨。双方同意，如按照《南非消费者保护法》（2008 修订版）或其《实施条例及规定》（修订版）（合称“《消保法》”），本协议的任何条款被认定为无效或不可执行，则此类条款应在《消保法》允许的范围内最大程度地执行，且在此情况下，双方应善意协商以达成《消保法》认为有效且可执行的新的替代条款，该新条款应最大程度保留被替换的无效且不可执行的条款的原有意思表示。

(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.

(2) **仲裁。**如果双方之间因本协议产生任何争议或分歧，上述争议或分歧应在任何一方提出书面要求后提交仲裁，仲裁在约翰内斯堡按照南非仲裁基金会（Arbitration Foundation of South Africa ("AFSA"）的规则进行，该仲裁应由 AFSA 管理。

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.

如果作为机构的 AFSA 当时没有运作，或因任何理由没有受理仲裁的要求，则仲裁应按照（AFSA 最近采用的）AFSA 商业仲裁规则在争议的双方之间通过协商指定的一名仲裁员席前进行，或如在仲裁要求后 10（十）个营业日内协商不成，则争议的任何一方有权立即要求约翰内斯堡律师公会主席提名仲裁员，但条件是，如此获提名的人应是一名有不少于 10（十）年出庭代讼人资历的出庭代讼人。如此获提名的人应适当地获指定为有关该争议的仲裁员。如果争议双方的律师未能就与仲裁的管理有关的任何事宜达成一致，该事宜应提交仲裁员并由仲裁员作出裁决，仲裁员的裁决应是终局的，并对争议的双方有约束力。

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

仲裁的任何一方可按 AFSA 商业仲裁规则就仲裁员的裁决提出上诉。

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.

本条所载任何规定均不得视为阻止或禁止仲裁的一方向有关的法院申请紧急救济或就已算定的索偿作出判决。

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.

按本仲裁条款进行的任何仲裁（包括但不限于任何上诉程序）应以非公开的方式进行，并且双方应对提交仲裁的争议的详情、仲裁程序进行的情况及仲裁的结果保密。

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

尽管本协议被终止或撤销，本仲裁条款将继续对双方有约束力。

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.

双方同意，一方按第 2 条提出的将争议或分歧提交仲裁的书面要求，按照 1969 年时效归益法案，就中断诉讼时效而言，须被视为法律程序文件。

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.

即使有上述规定，本协议任何一方可以选择将因本协议而产生的争议提交法院而非仲裁解决，如（a）争议可以或已经提交位于南非的小额诉讼法院；或（b）在客户首次同意本协议条款后的三十（30）日内（“选择期限”）选择不适用本附件规定的仲裁程序。客户可以向 GIA 邮寄书面通知告知其选择不适用本附件规定的仲裁条款，邮寄地址为南非，2041，霍顿，1756 号邮箱。客户的书面通知必须包括以下内容：（1）客户的名称和顾客号码，（2）客户的地址，以及（3）明确声明客户不愿通过仲裁解决与 GIA 之间的争议。客户不选择仲裁条款的决定对客户与 GIA 之间的关系不会造成任何不良影响。任何选择期限之后收到的选择请求都将被视为无效，且客户必须按本附件规定将争议提交仲裁或南非小额诉讼法院。

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.

仲裁员不得合并超过一人或一个实体的诉讼请求，且不得主持任何形式的集体或代表人程序或诉讼请求（例如集体诉讼、合并行动或私人检察官行动），除非在仲裁程序开始后客户和 GIA 双方各自授权代表签署书面文件特别同意进行该等行动。如客户按照本附件前文所述放弃仲裁条款而选择将争议提交法院，则这一放弃集体诉讼的规定对客户不适用。如客户未能遵守以上要求的选择程序，则客户不得作为集体诉讼代表、成员或以其他方式参与集体诉讼、合并诉讼或代表人诉讼程序。

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.

如客户已按照本附件前述规定的程序选择放弃本附件规定的仲裁而将争议提交法院解决，则客户在此同意其将所有争议按照非排他管辖提交位于（南非）约翰内斯堡的南豪登高等法院。

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## EXHIBIT – BOTSWANA 博茨瓦纳-附件

(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.

(1) **管辖法律。**按本协议而引起或与本协议有关的任何争议（不论基于合同、侵权（违法行为）或其它理由），以及本协议的有效性、履行及解释应在一切方面受博茨瓦纳法律管辖并按博茨瓦纳法律解释，而法律冲突原则无效。双方同意，明确排除整个《1980年联合国国际货物销售合同公约》对本协议的适用性。

(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.

(2) **诉讼地的选择；仲裁。**客户特此同意，与本协议有关的或因本协议而引起的一切争议、诉讼、行动和索赔（“争议”），应按本条规定由客户和 GIA 提交仲裁进行解决。按本协议要求的任何仲裁应由一个三（3）人组成的仲裁庭审理并作出裁决。每一方有权指定一（1）名仲裁庭成员。两名被选定的成员应选定第三名仲裁庭的成员。仲裁庭的所有成员必须是博茨瓦纳仲裁院（Botswana Institute of Arbitrators）的成员。按本协议提交仲裁的所有争议应受上文指定的管辖法律管辖。本协议的任何规定均不要求 GIA 将关于（i）本协议项下欠付 GIA 的款项或（ii）侵犯或盗用 GIA 知识产权的任何争议提交仲裁。当时适用的博茨瓦纳仲裁院规则（“仲裁规则”）应适用于按本协议进行的任何仲裁，但如果本条的规定不同于仲裁规则者除外。指定机构应为博茨瓦纳仲裁院，并且案件应由博茨瓦纳仲裁院按仲裁规则进行管理。仲裁庭的裁决应按多数票作出。仲裁庭不得作出惩罚性的损害赔偿或本协议所排除的其它损害赔偿的裁决。仲裁庭可以发出符合上文所述的管辖法律的禁止令、强制履行令或临时限制令。每一方应仅在另一方在场的情况下与仲裁员交流，或通过交付给仲裁员及给另一方的书面材料与仲裁员交流。除非双方书面另行同意，否则仲裁庭应迅速（在任何情况下不迟于从庭审结束起三十（30）个日历日）作出仲裁裁决。除非双方书面另行同意，否则仲裁庭作出的裁定和裁决应载明理由，解释裁定的依据，并应为书面形式。未能在上述时限内作出裁决不影响该裁决的有效性。就仲裁作出的裁定或裁决应是终局的，对仲裁的双方均有约束力。胜诉方可向有管辖权的法院提交裁定或裁决以获得确认，而该法院应立即发出确认该裁定或裁决的命令。仲裁裁决应按照与一方对另一方胜诉程度相对应的方式，在双方之间分摊仲裁员费用和仲裁费用。胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人，以及申请人未能从被申请人获得补偿情况下的被申请人。仲裁应当在博茨瓦纳哈博罗内进行。双方均有权进行仲裁规则规定的或仲裁规则另行规定的证据披露。所有仲裁程序应以英文进行，仲裁决定和仲裁誊写记录应以英文编制。按照本条进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方善意地认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁的任何相关保密信息或商业秘密进行保密。虽争议按本条规定提交仲裁，但该争议仲裁并不禁止任何一方有管辖权的法院寻求禁制令或衡平法救济。

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.

仲裁员不得合并超过一人或一个实体的诉讼请求，且不得主持任何形式的集体或代表人程序或诉讼请求（例如集体诉讼、合并行动或私人检察官行动），除非在仲裁程序开始后客户和 GIA 双方各自授权代表签署书面文件特别同意进行该等行动。客户不得作为集体诉讼代表、成员或以其他方式参与集体诉讼、合并诉讼或代表人诉讼程序。

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## EXHIBIT – JAPAN 日本-附件

(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.

(1) **管辖法律。**本协议项下发生的或与本协议相关的任何争议（无论基于合同、侵权或其它理由），及本协议的效力、履行和解释应在所有方面受日本国法律的管辖并按日本国法律解释，而不适用其法律冲突原则。双方同意，明确排除整个《联合国国际货物销售合同公约（1980）》对本协议的适用。

(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.

(2) **法院选择；仲裁。**客户特此同意，与本协议有关的或因本协议产生的所有争议、起诉、诉讼和主张（“争议”），应按本条规定由客户和 GIA 提交仲裁解决。本协议项下要求进行的仲裁应由三（3）名仲裁员组成仲裁庭审理并作出裁决。双方各有权指定一（1）名仲裁员。两名被选定的仲裁员应共同选定仲裁庭的第三名仲裁员。本协议项下提交仲裁的所有争议均受上述管辖法律的管辖。本协议任何内容均不要求 GIA 将涉及下列事项的争议提交仲裁：（i）本协议项下欠付 GIA 的款项，或（ii）对 GIA 知识产权的侵权或盗用。届时适用的日本商事仲裁协会仲裁规则（“仲裁规则”）应适用于本协议项下的任何仲裁，但不同于本条规定者除外。指定机构为日本商事仲裁协会，案件应当由日本商事仲裁协会按照其仲裁规则进行仲裁。仲裁庭的裁决应经多数票作出。仲裁庭不可裁定为本协议所排除的惩罚性赔偿或其它赔偿。仲裁庭可裁定与上述管辖法律相一致的禁令、实际履行或临时限制令。每一方只能在有另一方在场的情况下方可与仲裁员交流或通过向仲裁员及另一方提交书面文件的形式与仲裁员交流。仲裁庭应迅速作出裁决（不晚于庭审结束后五（5）周，即使有特殊状况，在任何情况下也不得晚于庭审结束后八（8）周）。除非双方另行书面同意，仲裁庭的决定和裁决应载明理由，说明作出决定的依据，并应采用书面形式。裁决未在上述期限内作出不影响该裁决的效力。与仲裁相关所作的决定或裁决为终局，且对仲裁双方均有约束力。胜诉方可将决定或裁决提交任何有管辖权的法院确认，该法院应立即发出确认该决定或裁决的命令。仲裁裁决应按照与一方对另一方胜诉程度相对应的方式，在双方之间分摊仲裁员费用和仲裁费用。胜诉方可取得因本协议项下任何争议所发生的律师费和相关费用的补偿。胜诉方系指获得净金钱补偿的一方、获得对本方有利的驳回对方请求之决定的被申请人、申请人和被申请人均未获得任何救济情况下的被申请人，以及申请人未能从被申请人获得补偿情况下的被申请人。仲裁应当在日本东京进行。双方均有权进行仲裁规则规定的或仲裁规则另行规定的证据披露。所有仲裁程序应以英文进行，仲裁决定和仲裁誊写记录应以英文编制。按照本条进行的所有仲裁程序及由此得出的任何裁决或决定应视为仲裁双方之间的秘密。如果任何一方善意地认为对于该等仲裁程序所提交的任何文件或提供的证词含有保密信息或商业秘密，双方应进行善意磋商，以就这些材料和证词的保密条款和条件达成协议。如果双方不能就该等条款达成协议，仲裁员有权施加适当限制，对仲裁相关的任何保密信息或商业秘密进行保密。虽有任何争议按本条规定提交仲裁，但该争议的仲裁不得禁止任何一方有管辖权的法院寻求禁令救济或衡平救济。

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.

如客户和 GIA（以及所有第三方，如有）每一方都签署并提出书面请求，要求合并相关诉讼请求，则仲裁员可以自行决定同意合并该等诉讼请求。客户同意，其不会在日本境外作为集体诉讼代表或参与集体诉讼。

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[本页其余部分特意留空。]