



GIA®

Client Agreement

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GIA Laboratories

Bangkok	Gaborone	New York
Carlsbad	Hong Kong	Ramat Gan
DMCC	Johannesburg	Tokyo

GIA.edu

COVER PAGES to GIA Client Agreement

This Client Agreement (the "**Agreement**") consists of (i) the Cover Pages below, (ii) the attached Client Agreement Terms and Conditions (the "**Terms and Conditions**"), (iii) any applicable country specific Exhibit(s) referenced below, and (iv) the GIA policies, procedures, guidelines, and codes referenced in the attached Terms and Conditions. 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 for the applicable country.

This Agreement is entered into by the undersigned client ("**you**" or the "**Client**") and, except as set forth below in the Cover Pages, Gemological Institute of America, Inc., a nonprofit organization, ("**GIA**") with a place of business at 5345 Armada Drive, Carlsbad, California 92008, United States of America.

Key Provisions. You acknowledge and agree to the following:

Law Enforcement Requests and Competing Ownership Claims. Section 7 (Law Enforcement Requests and Competing Claims) includes terms and conditions pursuant to which GIA may not return to you an Article that was submitted by you to GIA, including without limitation because law enforcement has requested that GIA retain possession of the Article or because someone else claims to own the Article.

Dispute Resolution; Class Action Waiver. This Agreement contains an Arbitration and Class Action Waiver Provision in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) of the Terms and Conditions, which affects your rights under this Agreement. If you are located in the United States, you may opt out of binding arbitration and the class action waiver as provided in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision).

Limits on GIA's Liability. The Terms and Conditions include provisions that limit GIA's liability and affect your ability to collect damages from GIA, including without limitation Section 13 (Limitations on GIA's Liability; Insurance).

Which GIA Entity Is a Party to this Agreement? The terms below describe which GIA Affiliated Laboratory is a party to this Agreement with respect to Articles that you submit to each GIA Affiliated Laboratory. Therefore, depending on where you submit Articles, you may have a Client Agreement with more than one GIA Affiliated Laboratory. For purposes of this Agreement, the term "**GIA Affiliated Laboratory**" means (i) one of the GIA affiliated laboratories described below and (ii) any other gem laboratory owned or operated by GIA or an affiliate of GIA.

Botswana. If you deliver or ship Articles to GIA Education and Laboratory Limited, a company organized under the laws of Botswana with offices at Suites 301 and 201, GIA Centre, Diamond Technology Park, Plot 67782, Block 8, Gaborone, Botswana ("**GIA Botswana**"), or to any GIA Affiliated Laboratory, then this Agreement, including without limitation [Exhibit Botswana](#) attached hereto, will be between you and GIA Botswana for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA Botswana for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, [Exhibit Botswana](#) will only apply if this Agreement is between you and GIA Botswana.

Hong Kong. If you deliver or ship Articles to the GIA laboratory in Hong Kong, this Agreement shall be between you and Gemological Institute of America, Inc. and not with GIA's local business unit in Hong Kong.

Israel. If you deliver or ship to the GIA laboratory in Israel, this Agreement shall be between you and Gemological Institute of America, Inc. and not with GIA's local business unit in Israel. 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 any GIA Affiliated Laboratories; and any and all disputes, suits, actions, and claims related to or arising out of this Agreement shall be resolved exclusively pursuant to Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) of the Terms and Conditions.

Japan. If you deliver or ship Articles to GIA Tokyo Godo Kaisha, a company organized under the laws of Japan with offices at Yamaguchi Building 7, 11th Floor, 4-19-9 Taito, Taito-ku, Tokyo, 110-0016, Japan ("**GIA Tokyo**"), or to any GIA Affiliated Laboratory, then this Agreement, including without limitation [Exhibit Japan](#) attached hereto, will be between you and GIA Tokyo for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA Tokyo for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, [Exhibit Japan](#) will only apply if this Agreement is between you and GIA Tokyo.

South Africa. If you deliver or ship Articles to GIA Education and Laboratory Proprietary Limited in South Africa with offices at The Paragon, 2nd Floor East Wing, 1 Kramer Road, Bedfordview, Johannesburg, 2007, South Africa ("**GIA South Africa**"), or to any GIA Affiliated Laboratory, then this Agreement, including without limitation [Exhibit South Africa](#) attached hereto, will be between you and GIA South Africa for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA South Africa for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, [Exhibit South Africa](#) will only apply if this Agreement is between you and GIA South Africa.

Thailand. If you deliver or ship Articles to Gemological Research (Thailand) Company Limited in Thailand with offices at U Chu Liang Building, 6th and 10th Floors, 968 Rama IV Road, Silom, Bangrak, Bangkok, 10500, Thailand ("**GIA Thailand**"), or to any GIA Affiliated Laboratory, then this Agreement, including without limitation [Exhibit Thailand](#) attached hereto, will be between you and GIA Thailand for purposes of those Articles and the related Services. In such event the term "**GIA**" shall mean and be limited to GIA Thailand for purposes of this Agreement with respect to those Articles and Services. For the avoidance of doubt, [Exhibit Thailand](#) will only apply if this Agreement is between you and GIA Thailand.

DMCC. If you deliver or ship Articles to the GIA Laboratory DMCC with offices at GIA Laboratory DMCC, 1301 and 1401 Uptown Tower, First Al Khail Street, Al Thanyah Fifth, Dubai, UAE ("**GIA DMCC**"), this Agreement shall be between you and Gemological Institute of America, Inc. and not with GIA's local business unit in the DMCC.

If you deliver or ship Articles to any GIA Affiliated Laboratory or take-in window not identified above, then you will be required to enter into a separate Client Agreement with that other GIA Affiliated Laboratory or take-in window.

GIA may provide copies of this Agreement to the GIA Affiliated Laboratories and to any of its other affiliates, including without limitation any company that owns or controls Gemological Institute of America, Inc., directly or indirectly, and any company that is owned or controlled, directly or indirectly, by Gemological Institute of America, Inc.

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").

By signing this Agreement, you represent that you have read this Agreement, that you understand and agree to the terms in this Agreement and that this Agreement affects your legal rights.

You promise, represent and warrant during the term of this Agreement that the Know Your Customer/Client information, materials and documents that you provide to GIA from time to time are complete and accurate, including without limitation the information, materials and documents you provide to GIA via the GIA Client Portal and in emails you send to GIA. If requested by GIA, you agree to provide to GIA written evidence verifying the Know Your Customer/Client information, materials and documents. You agree that GIA may provide the information to the Responsible Jewellery Council ("RJC") upon request by the RJC and to others as specified in the Terms and Conditions.

You agree to promptly update (i) the address and other contact information below if the information changes and (ii) the information you provided to GIA via the GIA Client Portal if that information changes during the term of this Agreement. Your failure to promptly update that information may result in Articles being lost or shipped to the wrong address.

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

GIA Office Use Only

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

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[End of the Cover Pages]

Client Agreement Terms and Conditions

- 1 Applicability of this Agreement; Termination of Prior Agreements.** This Agreement applies to all Articles (as defined below) delivered on the Effective Date of this Agreement and at any time thereafter by or for you to GIA, and to all Services (as defined below), including without limitation Services for those Articles that may be performed by GIA after the Effective Date of this Agreement until such time as this Agreement is modified or replaced with a new agreement as mutually agreed by the parties or until this Agreement is terminated by either party.

Any and all prior client agreements are hereby terminated, provided that the prior agreement(s) will continue to apply to Articles submitted by you to GIA prior to the Effective Date of this Agreement.

With respect to Articles and Services (as those terms are defined below), only the applicable GIA Affiliated Laboratory identified on the Cover Pages (e.g., Gemological Institute of America, Inc., GIA Botswana, GIA South Africa, GIA Thailand, GIA Tokyo, or GIA DMCC) will have liability to you under this Agreement related to those Articles and Services and no other GIA Affiliated Laboratory or other GIA affiliate will have any liability or obligation to you whatsoever with respect to those Articles and Services.

- 2 Definitions.** For purposes of this Agreement the following terms shall have the meaning indicated. Words and expressions which are defined in the Cover Pages to this Agreement and used in this Agreement shall have the meanings assigned thereto in the Cover Pages.

"**Article**" means any diamond, gem material or other article of any kind delivered by or for you to GIA.

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

"**GIA**" is GIA or the applicable GIA Affiliated Laboratory that is a party to this Agreement as set forth on the Cover Pages.

"**GIA Client Portal**" means the GIA online web portal made available by GIA via the Internet to prospective clients and to clients (including you). The features and functions of the GIA Client Portal will be determined by GIA in its sole discretion and might, among other things, enable prospective clients and clients to provide information to GIA, obtain information with respect to GIA Services, and communicate with GIA customer service representatives.

"**Inscription**" means any laser inscription by GIA on an Article and "**Inscribe**" and "**Inscribing**" means GIA applying an Inscription to an Article.

"**Receipt**" means any receipt issued to you by GIA for an Article.

"**Report**" means any type of grading report, identification report, or any other report that (i) describes an Article, (ii) includes the Service Results for that Article, and (iii) is made available by GIA on Report Check. For clarity, the term "Report" shall not mean or include any printed version of the Service Results for an Article.

"**Report Check**" means the online platform made available by GIA to view Reports for Articles (including the Service Results associated with the Article that is the subject of the Report) at <https://www.gia.edu/report-check-landing> (or such other or replacement URL as specified by GIA from time to time).

"**Services**" means any services performed by GIA, including, without limitation, grading, testing, analyzing, sorting, examining, packaging or sealing, and laser Inscribing Articles, issuing Receipts, providing Service Results, making Reports available via Report Check, providing access to and use of the GIA Client Portal, and providing information, instructions, and other services via the GIA Client Portal.

"**Service Results**" means the results of the grading, testing, analyzing, sorting, and examining Services performed by GIA with respect to an Article in whatever form or format such results are made available or provided (e.g., printed documents, cards, labels, electronically, etc.).

- 3 GIA's Reliance on this Agreement; Documentation from You.** You acknowledge and agree 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, including without limitation the terms in this Agreement that limit GIA's liability.

You agree to provide to GIA data (including personal data), information and documents that are requested by GIA for GIA to (i) perform its obligations under this Agreement, (ii) exercise its rights under this Agreement, (iii) comply with the requirements of the Responsible Jewellery Council (RJC), including without limitation the RJC's know your customer requirements, and (iv) comply with requests from law enforcement, governmental agencies, courts, and applicable trade organizations. Except for certain information that is required by law, your decision to provide any personal data to GIA is voluntary. GIA may require you to provide data, information and documents via the GIA Client Portal and to update data, information and documents from time to time. Your failure to update the information as requested by GIA may result in a suspension of Services or a suspension of GIA's performance of its obligations under this Agreement until such time as the updated data, information, and documents are provided.

- 4 Submitting Articles to GIA; Requested Services.**

4.1 Submitting Articles. At the time you submit or deliver Articles to GIA, you agree to comply with GIA's then-current policies and procedures regarding the submission and delivery of Articles to GIA, including without limitation submitting Articles in plain, unmarked parcel paper. You may only submit or deliver Articles to GIA that you own or that you are contemplating to purchase, and you agree that you will not submit or deliver to GIA any other diamonds, gem material or other articles of any kind. You will not include on any parcel paper, your name, address, phone number, branding, trademarks, website address, email addresses, or any other information that may be used to identify you or to identify that an Article is from you. In addition, the parcel paper shall not include any grading information about the Article (e.g., color, clarity or cut information), except that the parcel paper may include the shape and weight of the Article and your internal reference number that does not identify you. At the time you deliver or ship an Article to GIA, you will specify the Services and the format of the Service Results that you desire with respect to that Article, subject to GIA providing Service Results in such format. GIA's policies and procedures regarding the submission and delivery of Articles are available on GIA's website at <https://www.gia.edu/gem-lab-how-to-submit-gems> or a copy will be provided by GIA upon your written request, and those policies and procedures are incorporated into these Terms and Conditions by this reference. You hereby acknowledge and agree that you have (i) been provided a copy of or access to those policies and procedures, (ii) read and understand the policies and procedures, and (iii) agree to be bound by the policies and procedures.

4.2 Client Number and Password. GIA or a GIA Affiliated Laboratory may provide to you a user name/identification, password and/or unique client number to enable you to access and use the GIA Client Portal, to request Services, and to supply information to GIA related to this Agreement (collectively, that user name/ID, password and/or client number, the "**Password**"). You are solely responsible for maintaining the confidentiality and security of your Password. You agree not to reveal your Password to anyone other than (i) your employees that have been authorized by you to

request Services from GIA or (ii) to otherwise exercise your rights under this Agreement. You are solely responsible and liable for all activities that occur on or through your Password whether or not authorized by you. You agree to immediately notify GIA of any unauthorized use of your Password or any other breach of security. GIA shall not be responsible for any losses arising out of the authorized or unauthorized use of your Password and GIA may rely on instructions given to GIA when your Password is presented to GIA in connection with a request. This Section 4.2 shall survive the termination of this Agreement.

- 4.3 Requesting Services via Your Authorized Representatives.** Subject to your complying with GIA's then-current policies and procedures, you may designate (including via the GIA Client Portal) one or more of your or your Affiliates' employees, agents, contractors, couriers (collectively, "**Authorized Representatives**") as authorized to (i) submit or deliver Articles to GIA on your behalf, (ii) request Services from GIA on your behalf, and/or (iii) sign Receipts for and take delivery of Articles being returned to you by GIA on your behalf (collectively, the "**Delegated Acts**"). All acts or omissions of the Authorized Representatives shall be deemed to be your acts and omissions whether or not authorized by you, and you agree that you remain responsible and liable for the acts or omissions of the Authorized Representatives. GIA's policies and procedures regarding Authorized Representatives are available on GIA's website at <https://www.gia.edu/gia-faq-analysis-grading-add-remove-authorized-representative> or a copy will be provided by GIA upon your written request, and those policies and procedures are incorporated into these Terms and Conditions by this reference. You hereby acknowledge and agree that you have (i) been provided a copy of or access to those policies and procedures, (ii) read and understand the policies and procedures, and (iii) agree to be bound by the policies and procedures.

You agree to provide GIA with a list of Authorized Representatives, which list shall act as an authorization from you for those individuals to perform the Delegated Acts on your behalf.

You agree to cause each Affiliate and each Authorized Representatives to comply with and be bound by the terms and conditions in this Agreement. You agree that you will be responsible and liable for (i) the acts and omissions of your Affiliates and (ii) the prices and other amounts due for all Services requested by an Affiliate or any Authorized Representatives.

You may not authorize anyone other than your Affiliates and your Authorized Representatives to use your Password to submit Articles to GIA.

- 4.4 GIA's Right to Refuse Articles and to Stop Providing Services.** GIA may, in its discretion, elect to suspend or permanently stop accepting Articles from you and to suspend or permanently stop providing Services to you, including without limitation if (a) GIA believes, in GIA's sole discretion, that (i) you are in breach of this Agreement, (ii) you are conducting your business in a manner that is fraudulent, corrupt, deceptive, misleading, harmful to the gem or jewelry industry, harmful to the public, or inconsistent with GIA's mission to ensure the public trust in gems and jewelry, or (iii) you are abusive, disrespectful or rude to GIA personnel; or (b) GIA is prohibited from providing Services to you as a result of sanctions or other restrictions imposed by any governmental authority, domestic or foreign. In each case of (a) and (b), if GIA has any Articles submitted by you, GIA will, unless otherwise prohibited by applicable law or unless otherwise specified in this Agreement, return the Articles to you subject to and as described in this Agreement.

5 Services Performed by GIA; Reports; Treated and Irradiated Articles.

- 5.1 Performance of Services.** Subject to the terms and conditions in this Agreement, GIA will use commercially reasonable efforts to perform the Services requested by you. From time to time, GIA may (i) offer new Services, new Reports and new ways to provide Service Results and (ii) discontinue, modify and change certain Services, Reports and how Service Results are provided.

5.2 Limitations on Services. You acknowledge and agree as follows:

- (i) any Report and Service Results provided or made available to you in connection with the Services is not a guarantee, valuation, or appraisal of any Article, and you may not refer to any GIA Report or Service Results as such,
- (ii) GIA does not give valuations or appraisals of Articles in connection with the performance of the Services,
- (iii) a Report and the Service Results contain a description of the results of the Services performed by GIA on an Article using the techniques, equipment and knowledge used or applied by GIA at the time the Services were performed, which techniques, equipment and knowledge may be different from the techniques, equipment and knowledge used by GIA at any other time,
- (iv) 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 the services were performed, the then-current state of the technology and knowledge used for the services, and may differ in the future as a result of changes and improvements in techniques and equipment,
- (v) GIA shall be under no obligation to modify or update a GIA Report or Service Results once the Report has been made available on Report Check or the Service Results are otherwise provided to you, in each case notwithstanding any varying report from another service provider, change in technology or methods used by GIA to perform Services, new Services offered by GIA, or varying a Report or how Service Results are provided for the same or a similar Article provided by GIA in the past or in the future,
- (vi) the color and resolution of the image on Reports and any electronic delivery of Service Results will depend on your hardware and software and the image of the Article may not be used to assess the Article except in connection with the information contained in the Report or the Service Results, and
- (vii) access to and use of the GIA Client Portal and Report Check are provided by GIA on an "as available" basis.

- 5.3 Estimated Completion Dates; Inability to Perform Services.** Any quote by GIA as to a particular completion date or delivery date is a non-binding estimate only. GIA will not be liable to you if GIA does not offer or is not able to perform the Services because of the nature of the Article or the nature of the Service requested for an Article (e.g., GIA does not provide the requested Service for the specific Article), in which case you will not be obligated to pay for the unperformed Services. In addition, GIA will not be liable to you for delays due to Customs, duties, backlogs, or any instrument failure for instruments used by GIA to perform a Service.

- 5.4 Subcontracting by GIA; Shipment of Articles to GIA Affiliated Laboratories.** GIA may subcontract the performance of the Services and other performance under this Agreement to a GIA Affiliated Laboratory and has your authorization to ship or transfer Articles accordingly. Without limiting the foregoing, you acknowledge that (i) GIA may ship Articles to one or more of the GIA Affiliated Laboratories in connection with resolving competing claim issues under Section 7 (Law Enforcement Requests and Competing Claims) and (ii) the GIA Affiliated Laboratory may hold those Articles pending resolution of the competing claims, all as more particularly described in Section 7. In addition, the GIA Affiliated Laboratories may exercise the rights of GIA under this Agreement to the same extent as GIA may exercise such rights.

5.5 GIA Inscription Services and Other Inscriptions.

- 5.5.1 GIA Inscriptions.** If you request GIA to include an Inscription on an Article, then you represent and warrant to GIA that you have the right to have GIA Inscribe any requested trademark, service mark, logo, words, characters, or other symbols comprising that Inscription on the Article. Notwithstanding the foregoing, GIA may refuse to include an Inscription on an Article as requested by you, including without

limitation if GIA believes in its discretion that the Inscription would be fraudulent, counterfeit, misleading or deceptive, infringe a third party's rights or violate any laws or other legal requirements.

5.5.2 Inscription Removal. If GIA concludes, in its sole discretion, that an inscription on an Article submitted by you is fraudulent, counterfeit, misleading or deceptive, infringes a third party's rights or violates any laws or other legal requirements, then GIA may, in its discretion, (i) return the Article to you without performing any Services with respect to that Article, (ii) remove or obscure that inscription from the Article, and/or (iii) Inscribe on that Article the GIA Report number. You agree that you will pay GIA's then-current price for removal of the inscription and/or Inscribing the Article as noted in (ii) and/or (iii) above.

5.5.3 Inscription Information in Reports. A Report and the Service Results for an Article may or may not, in GIA's discretion, include a summary or description of any GIA Incriptions or other pre-existing inscriptions or markings included on an Article, including without limitation that the inscription was pre-existing.

5.5.4 Limits on Incriptions. You acknowledge and agree that any GIA Incriptions and any other pre-existing inscriptions or markings do not guarantee the identification, quality, origin or source of an Article. Notwithstanding anything to the contrary in this Agreement or otherwise, any trademark, service mark, logo, words, characters, or other symbols of any GIA Inscription or other pre-existing inscriptions or markings (other than a GIA Report number, or a GIA trademark, service mark, or logo) are solely determined by and attributable to you and are neither attributable to nor an indication of any determination by GIA.

5.6 Requests for an Incorrect Report. If you request a Report or certain Service Results for an Article and GIA does not provide that Report or those Service Results for that type of an Article, then GIA may, unless contrary written instructions have been provided by you, make available on Report Check the appropriate Report or provide to you the appropriate Service Results for that Article and you agree to pay the price associated with that Report and those Service Results. In addition, if it is GIA's policy to make available on Report Check a Report for a particular Article or type of Article (e.g., an Article that GIA believes has been treated or is laboratory grown or unstable), then GIA will make available on Report Check that Report even if you did not request that Report and you agree to pay the price associated with that Report.

5.7 Access to Reports.

5.7.1 General. With respect to Reports for Articles that were submitted to GIA or to a GIA Affiliated Laboratory (including without limitation any Articles submitted by or for you prior to the date of this Agreement), GIA and the GIA Affiliated Laboratories may make publicly available information from those Reports, including without limitation via Report Check. You agree that GIA and the GIA Affiliated Laboratories may publish Service Results for Articles submitted by or for you. GIA may also, in its sole discretion, elect to remove and stop making available information in one or more Reports via (or elect not to include a Report on) Report Check. GIA and the GIA Affiliated Laboratories shall not have any obligation or liability to you in connection with GIA's and the GIA Affiliated Laboratories' exercise of rights under this Section 5.7.1, including without limitation disabling access to a Report on Report Check.

5.7.2 Disclaimer. IF GIA MAKES AVAILABLE TO YOU A COPY OF THE SERVICE RESULTS, A REPORT OR A SUMMARY OF SERVICE RESULTS, THEN YOU ACKNOWLEDGE THAT (A) THE COPY OR SUMMARY IS NOT A GIA REPORT AND (B) THE INFORMATION CONTAINED IN THE COPY OR SUMMARY REPRESENTS THE INFORMATION DESCRIBED IN THE ORIGINAL SERVICE RESULTS AND GIA REPORT AS OF THE DATE SET FORTH ON THE SERVICE RESULTS OR GIA REPORT. A COPY OR SUMMARY OF A REPORT OR SERVICE RESULTS IS NOT A GUARANTEE, VALIDATION, OR WARRANTY OF ANY KIND REGARDING THE ARTICLE OR THE SERVICE RESULTS, INCLUDING WITHOUT LIMITATION THE ARTICLE'S THEN-CURRENT QUALITY OR CHARACTERISTICS. ALL OF THE LIMITATIONS INCLUDED ON THE ORIGINAL GIA REPORT APPLY.

5.8 Treated Articles; Breaches of Ethics.

5.8.1 Testing and Inscription of Articles. You agree that GIA may test each Article to determine if the Article is natural, laboratory grown, unstable, or whether it has been treated, even if you did not request that testing as a part of the Services. You further agree that GIA may, in its discretion, remove, obscure or add an Inscription on any Article that GIA reasonably believes to be unstable, laboratory grown or treated based on the results of GIA's testing, even if you did not request the Inscription as a part of the Services. You agree to pay for the Inscription added by GIA. If GIA reasonably believes that an Article is unstable, laboratory grown or treated, then you agree that GIA may state on the applicable Report and Service Results that the Article is unstable, or laboratory grown or that it has been treated or such other designation authorized or specified by any governmental authority.

In addition, if you submit an Article to GIA and you do not disclose to GIA in writing at the time of submission that the Article is laboratory grown or unstable or that it has been treated, then GIA may, in its discretion, charge you GIA's then-current fees in accordance with GIA's then-current fee structure/schedule for testing the Article to determine if it is unstable, laboratory grown or treated. You agree to pay all those fees. GIA may change the fees or the method for determining those fees from time to time in its discretion. Upon your request, GIA will provide to you the then-current fees and fee schedule for that testing.

5.8.2 Failure to Disclose; Ethics Breach.

- (i) If you submit an Article to GIA and do not disclose to GIA in writing at the time of submission that the Article is unstable, laboratory grown or that it has been treated and GIA subsequently reasonably suspects or detects that an Article is unstable, laboratory grown or has been treated, or
- (ii) If you breach, are alleged to have breached, or GIA reasonably suspects that you have breached any ethical standards or other policies of the World Federation of Diamond Bourses (the "WFDB"), the International Diamond Manufacturers Association ("IDMA"), any other trade organization, GIA, or any applicable governmental agency (collectively, "**Interested Parties**"); or
- (iii) If (1) GIA becomes aware of matters of interest to the diamond and gem industry, and other matters related to the mission of GIA, both now and in the future, or (2) GIA reasonably suspects that you have altered the Service Results in any format provided by GIA (collectively (i) – (iii) the "**Matters**"), then GIA may, in its discretion, undertake one or more of the following with respect to the Matters: (a) notify the Interested Parties as well as law enforcement agencies, and any local bourses (which agencies and bourses are also Interested Parties), and provide any related information, data and documents, including without limitation, the names and contact information of individuals that have submitted Articles to or communicated with GIA on your behalf (collectively, the "**Information**") in GIA's possession, (b) make public, via GIA's website or otherwise, your name and address as well as the names of your owners, members, and shareholders, including without limitation the fact that GIA will no longer be providing Services to you or those other persons, (c) retain and/or turn over the Article at the request of the agency or organization for further investigation, and (d) immediately suspend or terminate this Agreement.

In such an event, your only recourse is with the government or trade organization in receipt of the notification and/or Article.

You hereby consent to and authorize GIA to provide to the Interested Parties the Information, and consent to and authorize the Interested Parties to provide the Information to their member organizations.

You agree that, unless consented to by GIA in writing in each instance, (i) any decisions or conclusions of WFDB, IDMA or trade organizations shall not be binding on GIA, (ii) to the maximum extent permitted by applicable law, you will not reference, introduce into evidence or assert any of those decisions or conclusions in any arbitration or dispute resolution related to this Agreement and (iii) no arbitrator or court shall be bound by any such decision or conclusion and you will not make any arguments or take any position to the contrary. You further agree that GIA is not beholden to any trade organization and that GIA is independent of trade organizations dealing with diamonds and other gems.

5.8.3 Disclaimer. You acknowledge that, (a) the testing techniques and the technology used by GIA for testing Articles to determine if they are laboratory grown, have been treated, and the like are subject to change, evolving and include certain subjective elements, and (b) the ways in which an Article might be laboratory-grown or treated are changing and dynamic and are becoming more sophisticated. As a result, you further acknowledge that it might not be possible in all cases to determine whether an Article is unstable, laboratory-grown or has been treated using GIA's then-current techniques and technology and GIA makes no representations or warranties to you in this regard. GIA shall not have any liability to you or any third party for (i) GIA's failure to detect whether an Article has been treated, or (ii) GIA's inaccurate determination that an Article was treated, natural, laboratory-grown, unstable or undetermined. This Section 5.8.3 shall apply to the maximum extent permitted by applicable law.

- 5.9 Irradiated Articles.** You acknowledge that (i) certain governmental regulatory agencies, committees, boards and entities regulate, license, and set standards for the handling of irradiated Articles and that GIA endeavors to comply with all those regulations and (ii) GIA may in connection with the receipt of Articles and the performance of the Services test Articles for such purposes. If GIA determines that an Article has a level of radioactivity in excess of the applicable standards, GIA will notify you of that fact and GIA will follow GIA's then-current procedures for handling irradiated Articles, including without limitation endeavoring to comply with the requirements of the applicable regulatory bodies. YOU ACKNOWLEDGE AND AGREE THAT (I) GIA MAY NOT BE PERMITTED TO RETURN TO YOU AN ARTICLE IF THE ARTICLE HAS A LEVEL OF RADIOACTIVITY IN EXCESS OF THE APPLICABLE STANDARDS, (II) GIA MAY BE OBLIGATED TO TRANSFER THE ARTICLE TO AN ENTITY AUTHORIZED TO RECEIVE IRRADIATED ARTICLES, AND (III) GIA WILL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO THAT ARTICLE.
- 5.10 Rough and Partial Rough.** YOU ACKNOWLEDGE AND AGREE THAT GIA MAY NOT BE PERMITTED TO PROVIDE SERVICES FOR A ROUGH DIAMOND IF YOU DID NOT SEND THE ARTICLE TO GIA WITH THE REQUIRED KIMBERLEY PROCESS DOCUMENTATION AND/OR YOU DID NOT FOLLOW THE REQUIRED KIMBERLEY PROCESS IN RELATION TO THE ARTICLE.
- 5.11 Blocked Articles.** You acknowledge and agree that if, after you have submitted an Article to GIA it is determined that you are a sanctioned person or entity pursuant to United States sanctions, or other applicable sanctions laws or regulations, GIA may not return the Article to you unless it is released by the applicable governmental agency.

6 Return of Articles by GIA; Exceptions.

- 6.1 Return of Articles and Posting of Reports on Report Check.** Subject to and unless otherwise provided in this Agreement, upon completion of the Services GIA will (i) return to you the Articles submitted by you to GIA, (ii) provide to you the applicable Service Results, if any, and (iii) if applicable, make available on Report Check the Reports for those Articles. You hereby authorize GIA to deliver each such Article to any person presenting the Receipt for that Article, unless written notice to the contrary has been received by GIA prior to the delivery. GIA will use the same means to deliver or return the Articles to you as the means used by you to deliver or submit Articles to GIA and you agree that GIA may return to you all Articles you delivered to GIA using the same carrier used by you to ship the Articles to GIA. For clarity, if the carrier you use to ship Articles to GIA is not a GIA approved carrier, then GIA will use one of GIA's then-current approved Carriers for return shipment to you. GIA's approved Carriers as of the Effective Date are listed below in Section 6.4. GIA may make partial shipment of Articles to you. Unless otherwise specified by you in writing at the time Articles are submitted to GIA, GIA will return Articles to the then-current address that you have provided to GIA. Notwithstanding anything to the contrary, GIA is entitled to withhold/retain Articles and not post Reports on Report Check until GIA has received payment from you of all applicable fees payable to GIA.
- 6.2 Exceptions.** You acknowledge and agree that in certain circumstances GIA is not obligated to and may not return Articles to you as provided in this Agreement, including without limitation in Section 5.8 (Treated Articles; Breaches of Ethics), Section 5.9 (Irradiated Articles), Section 6.1 (Return of Articles and Posting of Reports on Report Check), and Section 7 (Law Enforcement Requests and Competing Claims).
- 6.3 Compliance with Laws by GIA.** GIA will not be in breach of this Agreement in connection with GIA's compliance with any law, regulation, rule or court order regarding an Article or the Services, including without limitation GIA's compliance with any request from law enforcement.
- 6.4 Insurance for Return Shipment to You; Release.** You agree that GIA may insure Articles during the return shipment to you for the same value declared by you in shipping said Articles to GIA, if that insurance is available through the applicable Carrier. Notwithstanding the foregoing, if the amount of the 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, in GIA's sole discretion, elect to not purchase insurance or purchase insurance for an amount determined by GIA for return shipments of Articles to you, unless you instruct GIA in writing to purchase the insurance at the time the Articles are submitted by you. If GIA purchases insurance, you agree to reimburse GIA for the cost of such insurance and you agree that the insured value specified by GIA is not an estimate or appraisal by GIA of the value of the Article and you will not assert or argue that it is. You agree that GIA shall not have liability to you in connection with the loss of or damage to the Articles during the return shipment to you. You agree that GIA will only insure parcels to a maximum of US \$25,000 and those parcels may include more than one Article. Notwithstanding anything to the contrary, GIA may, with your prior written consent, use an account number with the Carrier for return shipment to you that is different from the account number used by you with that Carrier when you shipped the Article(s) to GIA. You further agree 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 where you are located, if any. You agree that GIA shall not be responsible or liable for loss of or damage to any Article if shipped in accordance with this Section 6 (Return of Articles by GIA; Exceptions) or with your express written instructions, including without limitation, in the case of shipments being returned at your request using your Malca Amit, Brinks, FedEx, United States Postal Service, or United Parcel Service (each a "Carrier") account or while using your Carrier mailing labels. GIA is hereby released of all liability for lost, damaged or stolen packages in transit to GIA or from GIA. All claims for loss or damage during transit to GIA shall be filed by you against the Carrier and with respect to claims for loss or damage during transit from GIA to you, GIA will file the claim against the Carrier. No Carrier shall be deemed an agent of GIA.
- 6.5 Confiscation of Articles.** You agree that you assume the risk, along with any associated costs, if any Article is confiscated or otherwise held by or disposed of by applicable governmental authorities (including but not limited to Customs authorities) of the country or region where you are located due to (i) your failure to provide the required permission, license or certification, (ii) your failure to pay the applicable Customs duty for the entry of Articles to the country or region, or (iii) any other reason, other than reasons attributable to the intentional acts of GIA.

- 6.6 Failure to Retrieve Articles.** Notwithstanding anything to the contrary, if you deliver or ship an Article to GIA and you fail to retrieve the Article from GIA within ninety (90) days after you are notified that the Article is ready for your retrieval, then GIA may, at your cost and expense, ship the Article to you at your last known address provided to GIA by you. If you have already paid for the Services, then GIA will, where applicable, (a) include the Service Results with the Article and (b) make available a Report via Report Check. If you have not paid for the Services, then GIA may return the Article without the Service Results or a corresponding Report being available on Report Check and upon receipt of payment from you, GIA will provide to you the applicable Service Results and if applicable make the Report available via Report Check. If (i) the Article is returned to GIA as undeliverable, (ii) you instruct GIA not to return an Article to you, (iii) you refuse delivery or return of the Article, or (iv) you inform GIA that you will not be retrieving the Article from GIA, then, except as otherwise specified or prohibited under applicable law, you hereby assign all right, title, and interest in that Article to GIA without GIA having to pay any consideration for that Article. If any Article is so assigned to GIA, then GIA may sell, gift or otherwise dispose of the Article as determined by GIA in its sole discretion or GIA may retain the Article for use by GIA in furtherance of GIA's mission, including in connection with GIA's education and research activities. You represent and warrant to GIA that you are the sole and exclusive owner of any such Articles and that you have the right to assign ownership of the Articles to GIA as described in this Section 6.6. Notwithstanding anything to the contrary, with respect to any Article under this Section for which you have not paid the Service fees and that GIA ships back to you, GIA is not required to insure the Article during the return shipment to you even if you insured the Article during shipment to GIA.
- 6.7 Certain GIA Packaging.** If GIA packages Articles in packaging or containers intended to be tamper resistant, GIA does not represent or warrant that the 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 you or any third party if any package or container is tampered with by a third party, including without limitation replacing the Article in the package or container with a different article. It shall be your responsibility to confirm that the Article corresponds to the Report accompanying or applicable to the Article.

7 Law Enforcement Requests and Competing Claims.

7.1 Acknowledgements.

You acknowledge that in connection with the performance of certain Services, GIA may prepare a plotting diagram with the characteristics of (i) Articles submitted by you and/or (ii) articles submitted by other GIA clients.

You further acknowledge that, from time to time, (a) domestic and/or international law enforcement agencies might notify GIA that an article was stolen or is of other interest to the law enforcement agency, or (b) you or a third party (including without limitation an insurance company) might notify GIA that an article owned by you or the third party was stolen or lost. Any person providing that notice to GIA is called a "**Reporting Party**". For the avoidance of doubt, you may be a Reporting Party with respect to an article submitted to GIA by another GIA client.

When GIA is notified that an article is of interest to law enforcement, lost, stolen, or owned by a third party and GIA subsequently receives an article that has substantially similar characteristics to the characteristics in a previous plotting diagram, then there is a "**Competing Claim**" and the terms and conditions in this Section 7 will apply.

GIA may cooperate with law enforcement agencies at any time and in any way with respect to a Competing Claim. If law enforcement makes a request of GIA with respect to a Competing Claim (including without limitation a request for GIA to provide the applicable article to the agency), then GIA may, in its sole discretion, comply with the request. The request and GIA's compliance with the request will take precedence over any other provisions in this Section 7. In addition, GIA may, in its sole discretion and at any time, affirmatively notify law enforcement agencies about a Competing Claim.

Any article described above that (i) is received by GIA, (ii) is the subject of a Competing Claim, and (iii) was previously graded by GIA is a "**Relevant Article**". A Relevant Article might be an Article submitted by you to GIA or an article submitted to GIA by another GIA client.

Any GIA client who submits a Relevant Article to GIA for grading or other Services is the "**Submitting Client**" for purposes of a Competing Claim and the process described in this Section 7. You may be a Submitting Client and the Articles you submit to GIA may be subject to a Competing Claim.

GIA will not flag in GIA's system (a) articles that you have sold on consignment or "memo" (as that term is commonly used in the trade), (b) articles you voluntarily delivered to a third party without receiving payment for the article, or (c) articles where there is a dispute between the parties to a transaction regarding the article.

You, as a Submitting Client and/or a Reporting Party, agree to the entirety of the Competing Claims process as discussed in further detail in this Section 7 (Law Enforcement Requests and Competing Claims).

7.2 Competing Claims as to Articles Submitted by You.

If GIA receives an Article from you and through GIA's internal processes, GIA determines that your Article has substantially similar characteristics as an article that is the subject of a notice from a law enforcement agency or from a Reporting Party (i.e., there is or might be a Competing Claim), then GIA may, and is hereby authorized by you to, hold your Article for a reasonable period of time. GIA may also inform the applicable law enforcement agency and the Reporting Party that GIA has received an article (i.e., your Article) with characteristics that are substantially similar to the characteristics of the article that is the subject of the notice from the law enforcement agency or from the Reporting Party.

GIA may, in GIA's sole discretion, decide to transport and hold your Article at the location where your Article was initially submitted or delivered to GIA, or at any other GIA Affiliated Laboratory location.

GIA may comply with any and all (a) requests from a law enforcement agency from any country, with or without a subpoena or other similar order, and (b) orders or directives from any court. In either case of (a) or (b), you also authorize GIA to provide to any law enforcement agency and any court any of your information. This includes, without limitation, your name, email address, physical address, phone number and any information you provided to GIA in connection with this Agreement (including without limitation the Know Your Customer/Client information, including information about your owners, members and shareholders) (collectively, the "**Client Information**"), and any other information requested by GIA (the "**Other Information**"). In addition, you agree that GIA may, at any time with or without a request from a law enforcement agency or a court order or directive, provide to a court and/or to a law enforcement agency your Article and your Client Information and the Other Information.

If requested by GIA, you will provide to GIA the Other Information and you will obtain the written consent of any relevant third party to provide the Other Information to GIA and for GIA to provide that Other Information to a court and to law enforcement agencies and to other parties involved in the Competing Claim. You agree that GIA may also, at its sole discretion, share your Client Information, as well as the Other Information, with any other parties involved in the Competing Claim.

GIA may require you or the Reporting Party to obtain a court order or directive from law enforcement regarding the disposition or return of your Article. You hereby acknowledge and agree that GIA may also obtain a court order or directive from law enforcement, with respect to GIA's disposition or return of your Article.

If a law enforcement agency informs GIA in writing that the agency has terminated its investigation with respect to your Article, and/or that the agency does not intend to seize your Article (the "**Agency Notice**") and if a Reporting Party has claimed an ownership interest in your Article, then GIA may continue to hold your Article until the ownership of your Article has been determined and the provisions of this Section 7 shall apply. If no Reporting Party has a Competing Claim with respect to your Article at the time of an Agency Notice, then GIA will return your Article to you, subject to any contrary terms in this Agreement.

With respect to an Article you submitted to GIA for which there is a Competing Claim, GIA shall use reasonable efforts to (i) notify you and any other interested party(ies) of which GIA is aware of the Competing Claim with respect to your Article and (ii) notify you where GIA has received an Agency Notice (each notice from GIA to you is a "**GIA Notice**").

7.3 Competing Claims Where You Have Reported an Article as Lost or Stolen.

You may, as the owner of an article, notify GIA that your article has been lost or stolen (the "**Owner Notice**"). GIA will only accept an Owner Notice from you if you are the owner of the article. You may not submit an Owner Notice on behalf of a third party, including without limitation any customer or other person.

In addition, GIA may, in its sole discretion, elect not to flag an article as lost or stolen.

One of the following items must accompany your Owner Notice or the signed version of the Acknowledgment (as defined below): a contemporaneous (1) police or law enforcement agency report on the theft of the article, or (2) copy of a pending lawsuit or action evidencing or alleging your claim of ownership in the article, if applicable. Where applicable, certified English translations of the foregoing must also be submitted to GIA. GIA will not flag the article in GIA's system without the foregoing and GIA may elect not to flag the article in GIA's system if you do not provide other documentation or information required by GIA. In addition, if applicable, you must provide any insurance loss claim report for the article with your Owner Notice or the signed version of the Acknowledgment.

For GIA to flag an article for you in GIA's system, you, and, where applicable, an authorized representative of your insurance company, must sign GIA's "**Acknowledgment**" within ninety (90) days after the date the Acknowledgment is provided by GIA to you. You agree that you will not submit an Owner Notice to GIA with respect to articles that (i) you have sold on consignment or memo, (ii) you voluntarily delivered to a third party without receiving payment for the article, or (iii) are the subject of a dispute between you and a third party related to a transaction for the article.

With limited exception, GIA only accepts Acknowledgements and GIA will only flag an article in GIA's system if GIA receives the proposed Acknowledgment, including all required documentation, within twelve (12) months of the article being lost or stolen.

Most articles will not remain flagged in GIA's system indefinitely. Rather most articles will remain flagged for a reasonable period of time, generally not more than ten (10) years and the flagging and unflagging of articles will be managed by GIA according to GIA's internal processes at GIA's sole discretion.

If you, as the Reporting Party, fail to timely submit to GIA any documentation or information required by GIA, including without limitation any information or documentation described in this Section 7, then (i) GIA may reject your Owner Notice and your Acknowledgment, GIA may elect to not flag the article in its system, GIA may elect to remove any flag from its system for the applicable article, and GIA will have no obligations or liability with respect to the applicable article, even if GIA receives an article that appears to be substantially similar to the article identified in your Owner Notice and/or your Acknowledgment and (ii) GIA may, without liability, return the article to the Submitting Client.

7.4 Settlement or Commencement of an Action. Within sixty (60) days of (i) the date of a GIA Notice that your Article is subject to a Competing Claim or (ii) the date that GIA has notified you that GIA has received from a third party an article with substantially similar characteristics to an article in your Acknowledgment, you must either:

- (a) settle the Competing Claim with the other interested parties, provide to GIA a copy of the written settlement agreement signed by all interested parties, including where applicable the insurance company, and that settlement agreement must identify the party to whom GIA should deliver the Relevant Article; or
- (b) commence an action naming all the other interested parties (e.g., the Reporting Party(ies) and Submitting Client) seeking a determination as to the ownership of the Relevant Article.

YOU AGREE THAT YOU WILL NOT NAME GIA AS A PARTY TO ANY ACTION RELATED TO A COMPETING CLAIM. GIA may, in its sole discretion, extend this sixty (60) day period.

YOUR 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 RELEVANT ARTICLE; AND GIA MAY, IN GIA'S SOLE DISCRETION, (I) COMMENCE LEGAL ACTION BY APPLYING TO A COURT FOR AN ORDER OR DIRECTION AS APPROPRIATE IN THE CIRCUMSTANCES, OR (II) RETURN THE RELEVANT ARTICLE TO THE SUBMITTING CLIENT, THE REPORTING PARTY, OR AN INTERESTED PARTY THAT CLAIMS TO OWN THE ARTICLE.

7.5 GIA Initiated Legal Actions. GIA may, in its discretion, choose to commence an action in an appropriate court of law, seeking to deposit any Relevant Article that is the subject of a Competing Claim (including without limitation Articles submitted by you) with the court and you agree that you and the other interested parties shall resolve the ownership dispute in that court. Should GIA commence an action, GIA shall be entitled to reimbursement of reasonable costs and fees incurred by GIA (including without limitation reasonable 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, upon written request from GIA.

7.6 When Actions are Commenced. Further, you agree that GIA may use your alleged ownership of the Relevant Article that is the subject of a Competing Claim as an affirmative and complete defense to GIA to any action regarding GIA's holding, return or other disposition of the Relevant Article, whether or not GIA commenced the action. Once GIA tenders, or offers to tender, the Relevant Article to the court, you shall not oppose GIA's request for GIA's dismissal from the action.

7.7 Additional Terms.

Upon the completion of the Competing Claims process described in this Section 7, GIA will provide the Relevant Article to the interested party designated by the court or by the settlement agreement between the interested parties.

Upon the refusal or unwillingness of the persons in interest with respect to the Relevant Article to participate in the Competing Claims process described in this Section 7, their withdrawal from participation in that process, or GIA's inability to contact a Reporting Party or a Submitting Client at his/her/its address set forth in the Acknowledgment or in GIA's client database, then GIA reserves the right to provide the Relevant Article to either the Reporting Party or the Submitting Client that has continued to participate in that process.

For clarity and without limiting any other rights of GIA under this Agreement, if you do not comply with the terms of this Section 7 (Law Enforcement Requests and Competing Claims) or any documents proposed by GIA and signed by you with respect to a Competing Claim, then you agree that (i) GIA may terminate this Agreement and refuse to accept Articles from you and to perform Services for you, and (ii) the terms in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) will apply to GIA's exercise of GIA's right to refuse to accept Articles or perform Services or to terminate this Agreement.

YOU ACKNOWLEDGE 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, OR FOR HOLDING AN ARTICLE DURING THIS PROCESS. IN ADDITION, GIA WILL HAVE NO LIABILITY TO YOU 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 7.

PRIOR TO GIA RELEASING ANY ARTICLE THAT IS THE SUBJECT OF A COMPETING CLAIM, THE REPORTING PARTY(IES), THE SUBMITTING CLIENT AND ANY OTHER INTERESTED PARTY MUST EXECUTE A RELEASE AND INDEMNITY AGREEMENT WITH GIA RELEASING AND INDEMNIFYING GIA. IF YOU AND/OR THE REPORTING PARTY FOR WHATEVER REASON DO NOT EXECUTE THE RELEASE AND INDEMNITY AGREEMENT BUT HOWEVER INSIST GIA RELEASE ANY ARTICLE SUBJECT TO A COMPETING CLAIM, SUCH ACTION WILL BE CONSIDERED AS A WAIVER BY YOU AND THE REPORTING PARTY OF ANY POSSIBLE LIABILITY CLAIM AGAINST GIA.

YOU AGREE TO INDEMNIFY AND HOLD GIA AND THE GIA INDEMNITEES HARMLESS AS PROVIDED IN SECTION 11 (INDEMNITY BY YOU) WITH RESPECT TO COMPETING CLAIMS.

This Section 7 (Law Enforcement Requests and Competing Claims) shall survive the termination of this Agreement.

8 Personal Data.

For the purpose of maintaining the business relationship and for any other purpose reasonably related to the performance of this Agreement, you acknowledge and agree that GIA will process, collect, use, disclose, access, transfer, store, maintain and otherwise process (collectively, "**process**" or "**processing**") personal data about you and your Authorized Representatives as set forth in the fair processing notice which has been made available to you (and which you will make available to your Authorized Representatives) under separate cover ("**Client Privacy Notice**"). Except for certain information that is required by law, your decision to provide any personal data to GIA is voluntary. You hereby confirm that you have (i) been provided a copy of or access to the Client Privacy Notice, (ii) made the Client Privacy Notice available to your Authorized Representatives; and (iii) read the Client Privacy Notice. With respect to any personal information you disclose, submit, provide access, or otherwise cause to be submitted to GIA, including without limitation about an Authorized Representative or any other third party, you represent and warrant that you have the right to provide that information to GIA for processing in accordance with the Client Privacy Notice and other purposes reasonably related to the performance of this Agreement, and that you have provided any required notice and obtained any required permissions from your Authorized Representative and those third parties to the provision of that information to GIA. Unless otherwise provided under applicable data privacy laws, GIA will process business contact information related to Authorized Representatives (including name, business telephone number, business email, job title) ("**BCI**") for the purpose of providing the Services and to manage the general relationship between the parties. For those purposes, GIA is acting as an independent data controller, as that term (or any similar term) is defined under applicable law. BCI will be processed in the United States, which may not be deemed to have the same level of data protection as your home country. Upon your request, and where required by applicable law, GIA will execute an appropriate data transfer agreement with you. This Section shall survive the termination of this Agreement.

9 Prices; Payment for Services.

- 9.1 GIA Prices.** 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 website. You agree to pay to GIA the prices in the currency of the country where GIA received the Articles from you, 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 prices denominated in the local currency, the prices will be paid 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 prices and will from time to time make adjustments, as required, to adjust the U.S. Dollar prices and local currency prices based on exchange rate fluctuations and / or other operational and business factors.
- 9.2 Price Changes.** GIA may change its prices for Services, Service Results, and Reports from time to time.
- 9.3 Payments.** You agree to pay GIA the then-current GIA prices for Services either (1) at the time Articles are delivered to GIA, or (2) at the time Articles are returned (e.g., after Services have been performed), in each case, as specified by GIA. Alternatively, if GIA has granted you credit terms, then GIA will invoice you following performance of Services, and you agree to pay all invoiced amounts pursuant to the payment terms specified in the invoice. GIA may change those credit terms in GIA's discretion upon notice to you. You agree that if you instruct GIA to ship an Article to any third party, then GIA will charge you the shipping and insurance fees, and you agree to pay those fees. You agree to apply for foreign exchange if required by applicable local law to assure that all payments may be made in the currency specified by GIA.
- 9.4 Failure to Timely Pay.** If you fail to timely pay any amounts owed to GIA under this Agreement and if you provided to GIA a credit card number, then you hereby authorize GIA to charge the credit card those amounts that you have failed to timely pay. In addition, if you fail to timely pay GIA, GIA may in its discretion and notwithstanding anything to the contrary in this Agreement, withhold/retain Articles, Service Results, and/or access to Reports until GIA has received payment from you of all applicable fees.
- 9.5 Prices do not Include Taxes or other Amounts.** GIA's prices are exclusive of transportation, insurance costs, duties, tariffs and taxes including without limitation stamp duties, value added taxes (VAT) and use, sales, property (ad valorem), goods and services taxes (GST), and other taxes. You agree to pay all transportation, insurance costs, duties, tariffs and taxes, including any and all taxes levied on account any payments under this Agreement. In the event withholding tax is required to be made, you shall remit the withholding tax to the appropriate tax authorities, and send to GIA the best available evidence of the payment of that withholding tax.
- 9.6 Payment of Stamp Duty/Tax.** If applicable law requires this Agreement to be stamped and/or the payment of a stamp duty or stamp tax, then you will (i) obtain the stamp, (ii) pay any applicable stamp duty or stamp tax, and (iii) if requested by GIA, provide to GIA a stamped copy of this Agreement. If you breach the foregoing, then you 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/tax, including any penalty levied for your failure to timely pay the stamp duty/tax.
- 9.7 Estimates.** 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 you 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 you paid for Services (1) prior to Articles being

delivered to GIA or (2) at the time Articles are delivered to GIA, then you agree to pay the estimated prices. If the estimated price paid by you is less than the actual price, you agree to pay the difference. If the estimated price paid by you was greater than the actual price, then you will be entitled to a refund or a credit.

- 9.8 Obligation to Pay.** Notwithstanding anything to the contrary, you agree that you are solely and fully responsible for (i) all amounts and fees charged for the Services performed for Articles you submitted to GIA, including without limitation using your Password, (ii) paying to GIA the balance of your account for those amounts and fees, (iii) 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, and (iv) reimbursing GIA for all collections-related costs and expenses incurred by GIA collecting past due amounts from you, including without limitation reasonable attorneys' fees and collection agency fees.

This Section 9 (Prices; Payment for Services) shall survive the termination of this Agreement.

10 Warranties by You; Compliance with Laws; No Gifts. You represent, warrant and promise to GIA as follows.

- 10.1 General Warranties.** You are 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 you conduct business, to enter into this Agreement and to perform all of your obligations hereunder and that your performance of all your obligations hereunder does not violate any applicable law, statute, regulation or ordinance.
- 10.2 Kimberley Process and System of Warranties.** You hereby represent, warrant and covenant under penalty of perjury that you are aware of The Kimberley Process laws and regulations in the countries in which you conduct business and that you are and will, during the term of this Agreement, continue to be in full compliance with those laws and regulations. The Kimberley Process seeks to control the export and import of rough diamonds across international borders, requiring rough diamonds mined after January 1, 2003, among other things, to be shipped in tamper-resistant containers accompanied by "Kimberley Process Certificates."

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 that statement and (iii) to audit the flow of warranties made to and by sellers;

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

If you are a member of the gem and jewelry industry, then you represent, warrant and covenant under penalty of perjury that you are and will be in full compliance with the requirements of the System of Warranties during the term of this Agreement.

- 10.3 Compliance with Laws.** You agree to comply with all laws and regulations applicable to you individually, and your business. Without limiting the foregoing, you agree to comply with (i) all laws and regulations of the countries or regions where you conduct business and where you are otherwise registered, incorporated and/or located, (ii) all laws and regulations that govern the operation, sale, trading, export, import, exit and entry of Articles and jewelry products to/from any territory or country, including without limitation the United States of America, (iii) all laws and regulations that require certain segments of the gem and jewelry industry, including and without limitation dealers in precious metals, stones or jewels, to establish and maintain anti-money laundering programs pursuant to the Bank Secrecy Act, as amended by section 352 of the USA PATRIOT Act, and (iv) all foreign currency exchange laws and regulations. It shall be your responsibility to ensure that all packaging and handling of the Articles is in compliance with applicable law.
- 10.4 End Use Certification.** You hereby certify that each of your Articles is not destined for shipment, sale, or transfer to (i) any territory or country targeted by U.S. Sanctions, (ii) any individual or entity targeted by U.S. Sanctions, nor (iii) any end-use prohibited by U.S. Sanctions. In addition, you hereby further certify that each of your Articles will not be provided to GIA under this Agreement, or otherwise shipped, sold, transferred or used, in a manner or for a purpose such that GIA will be in violation of any U.S. Sanctions. The term "U.S. Sanctions" means all sanctions-related laws, executive orders, regulations, and other provisions, including without limitation sanctions with respect to the Specially Designated Nationals and Blocked Persons List, administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control and by the U.S. Department of State.
- 10.5 Complete Reports.** If you share or provide any Service Results, including without limitation Service Results downloaded or printed from Report Check with or to any third party, you agree to provide a correct and complete copy of such Service Results (including all front and back pages in their entirety) to that third party.
- 10.6 Use of Reports in Connection with Volume Sales.** You will not use the Service Results or a Report for any Article other than the Article described in the corresponding Service Results or Report.
- 10.7 No Improper Payments or Kickbacks.** You agree that you will not, directly or indirectly, make, offer or agree to make or offer on behalf of GIA, any GIA Affiliated Laboratory, or otherwise, anything of value, including but not limited to, any loan, gift, property, offer of employment, discount, donation or other payment, directly or indirectly, whether in cash or cash equivalent, to, or 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 that entity or individual or inducing that 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, the UK Bribery Act, and any similar laws of jurisdictions applicable to you. In addition, you agree that you will not, directly or indirectly, make, offer or agree to make or offer to any employee or agent of GIA anything of value, including but not limited to any loan, gift, property, offer of employment, discount or other payment, directly or indirectly, whether in cash or cash equivalent.
- 10.8 Notification of any Solicitation.** You agree that you will immediately notify GIA if you are approached by any person claiming to be an employee, ex-employee or having any relation with any GIA staff, other than through official means, with respect to the Services being provided by GIA. You further agree you may be called upon in any internal investigation being undertaken by GIA to give a statement with respect to the Services provided by GIA.

11 Indemnity by You.

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless GIA and its Affiliates and each of their respective employees, directors, officers, members of the board of governors and board of directors, and agents (the "GIA Indemnitees") from and against any and all losses, damages, liabilities, settlement amounts, cost, and expense (including without limitation reasonable attorneys' fees) (collectively, "Damages") incurred by or suffered by the GIA Indemnitees arising out of, related to or resulting from any of the following and notwithstanding any negligence, sole or separate, simple or gross, by any GIA Indemnitee:

- (i) your failure to comply with any applicable law or regulation,

- (ii) your performance under this Agreement and any breach of this Agreement by you, including without limitation your breach of any representation or warranty in this Agreement,
- (iii) all uses of your Password, whether or not authorized by you,
- (iv) the Matters under Section 5.8.2 (Failure to Disclose; Ethics Breach) related or with respect to any Article submitted or delivered to GIA by you that is, or is alleged to be, unstable, laboratory grown, or treated, including without limitation, (a) from the results of any notification and from the delivery of any information or Article to the government or trade organization and (b) Claims brought by any Article owner, purchaser, downstream purchaser, or any other person with respect to any such Article when you did not disclose to GIA in writing at the time of submission or delivery that the Article was unstable, laboratory grown, or treated,
- (v) Damages arising out of Section 6.6 (Failure to Retrieve Articles),
- (vi) Competing Claims, including without limitation (a) any actions taken by GIA pursuant to any requests from applicable law enforcement agencies, court orders or directives, and GIA's return, holding or other disposition of a Relevant Article that is the subject of a Competing Claim, (b) GIA commencing legal action by applying to a court for an order or direction as appropriate in the circumstances or return of a Relevant Article that is subject to Competing Claims as contemplated by Section 7 (Law Enforcement Requests and Competing Claims), and (c) reasonable attorneys' fees incurred by GIA whether or not a suit, action or claim is filed and whether or not GIA is named as a party to any such suit, action or claim;
- (vii) personal injury resulting from exposure to a radioactive Article submitted by you to GIA;
- (viii) an Article actually or allegedly infringes, violates or misappropriates any third party's intellectual property or proprietary right(s);
- (ix) any error in or omission from or in the Service Results, a Report, the issuance or use of Service Results or a Report, and/or an Inscription, including, without limitation any error in or omission from or in the Service Results or a Report caused by a GIA Indemnitee or others,
- (x) your deceptive or misleading actions or statements,
- (xi) any agreement or dispute you have with any customer of yours, and
- (xii) acts of GIA that are permitted or authorized by this Agreement, including without limitation, the results of the notifications and the delivery of Articles to a governmental agency or trade organization under Section 5.10 (Rough and Partial Rough).

You further agree that if any of the foregoing items results in a third party claim, suit, action or proceeding against a GIA Indemnitee (collectively, "Claims"), then you will (i) defend the GIA Indemnitees in connection with the Claim with counsel selected by GIA and (ii) pay the Damages awarded to or the settlement amount paid to the third party bringing the Claim. For clarity, paying that award of Damages or settlement amounts is in addition to indemnifying and holding harmless the GIA Indemnitees against the Damages suffered by or incurred by the GIA Indemnitees.

This Section 11 (Indemnity by You) will survive the termination of this Agreement.

12 No Warranties by GIA.

- 12.1 You acknowledge and agree that GIA makes no representation or warranty whatsoever regarding any Article, the Services, Service Results, Reports, Report Check, the ability to access a Report via Report Check, the information included in or excluded from Service Results or a Report, any GIA Inscription or any other pre-existing inscription or markings on an Article.
- 12.2 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 AND ANY WARRANTY ARISING FROM COURSE OF PERFORMANCE OF USAGE OF TRADE.
- 12.3 YOU AGREE THAT (A) 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 AND (B) YOU HAVE NOT RELIED ON THAT INFORMATION.
- 12.4 THE DISCLAIMERS SET FORTH IN THIS SECTION 12 (NO WARRANTIES BY GIA) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. You acknowledge and agree that you have not entered into this Agreement in reliance upon any warranty or representation by any person or entity.

13 Limitations on GIA's Liability; Insurance.

- 13.1 **Insurance.** GIA shall maintain (or cause to be maintained on its behalf) a standard form jewelers block insurance policy (or substantially similar insurance that is available in the jurisdiction where GIA operates) to insure an Article against loss or damage while in GIA's possession. You agree that the liability of GIA and its employees and agents for any loss of, mis-delivery of, or damage to an 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 you, if any. In any event, GIA and its employees and agents shall not be personally liable for any such loss of, mis-delivery of, or damage to any Article, even if this limited remedy fails in its essential purpose. This Section 13.1 shall not operate in a way that limits GIA's liability for GIA's acts or omissions for which liability may not be limited under applicable law.
- 13.2 **Value of Articles.** For purposes of this Agreement, the value of Articles that are lost or damaged while in GIA's possession will be the greater of the actual cash value or GIA's obligations under statute, under civil law, under regulatory rules, or following the findings of any alternative dispute resolution binding on GIA's insurer to pay civil compensation or damages. In the event that GIA loses or damages an Article, you agree to provide complete and accurate documentation and receipts to GIA with respect to the actual cash value of the Article. You acknowledge and agree that notwithstanding anything to the contrary, the actual value of an Article may be less than the amount of insurance purchased by you to cover loss or damage during transit to or from GIA, including without limitation because the Article is unstable, laboratory grown, treated, or otherwise not the type of Article you believed the Article to be.
- 13.3 **No Liability for Fragile Articles and Related Issues.** GIA will not have any liability to you for damage to Articles in GIA's possession that have inherent or pre-existing characteristics (or vices) that alter or extend during normal processing. This includes without limitation Articles without culets and/or with pointed corners. GIA will notify you if damage occurs to an Article or an inherent or pre-existing characteristics have altered, and are recognized while the Article is in GIA's possession as a result of any of the foregoing.
- 13.4 **Liability for Errors in Reports, Infringement, or Radioactive Articles.** 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), TRADEMARK(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S); OR (iii) ANY ERROR IN OR OMISSION FROM OR IN A REPORT OR ANY SERVICE RESULTS, THE AVAILABILITY, ABILITY TO ACCESS, OR USE OF A REPORT, AND/OR AN INSCRIPTION, INCLUDING, WITHOUT LIMITATION ANY ERROR IN OR OMISSION FROM OR IN ANY SERVICE RESULTS OR A REPORT CAUSED BY GIA, ITS EMPLOYEES OR AGENTS, OR OTHERS. THIS SECTION 13.4 SHALL NOT OPERATE IN A WAY THAT LIMITS GIA'S LIABILITY FOR GIA'S ACTS OR OMISSIONS FOR WHICH LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

- 13.5 Limitations of Liability.** YOU AGREE THAT GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO OR ARISING UNDER OR RELATED TO THIS AGREEMENT, THE SERVICES, SERVICE RESULTS OR A REPORT, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EXCEPT FOR GIA'S OBLIGATION TO PAY YOU 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 YOU FOR WHICH LIABILITY ARISES.
- 13.6 Application.** The disclaimers and limitations on liability in this Agreement, including without limitation the disclaimers and limitations in this Section 13 (Limitations on GIA's Liability; Insurance) (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 notwithstanding the failure of the essential purpose of any limited remedy set forth in this Agreement.
- 13.7 No Indemnity by GIA.** You agree that GIA is not obligated to defend, indemnify, or hold you harmless in connection with any third party claims, suits, or actions brought against you, including without limitation claims brought by any Article owner, purchaser, or downstream purchaser.
- 13.8 Basis Of the Bargain.** The parties have fully considered the foregoing allocation of risk and the remedies set forth in this Agreement and find that allocation and those 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 13 shall not operate in a way that limits GIA's liability for GIA's acts or omissions for which liability may not be limited under applicable law. This Section 13 (Limitations on GIA's Liability; Insurance) will survive the termination of this Agreement.

- 14 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 intellectual property rights. You agree 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 you sell gems that have been graded by GIA and that the Reports for such gems describe the gems' characteristics, so long as that advertising is not deceptive, misleading, does not violate any applicable law, and does not violate the terms and conditions of GIA's then-current Usage Guidelines as set forth on GIA's website at <https://www.gia.edu/Copyrights-Trademarks#using> and those Usage Guidelines are incorporated into these Terms and Conditions by this reference. Misuse includes, without limitation, advertising, publicity, or promotion which implies, in any way, that you, your gems, products, or services are sold, sponsored, endorsed, or approved by GIA, or which expresses or implies that a GIA Report or any Service Result is anything other than an independent description of certain characteristics of a specific Article. You hereby acknowledge and agree that you have (i) been provided a copy of or access to the Usage Guidelines, (ii) read and understand the Usage Guidelines, and (iii) agree to be bound by the Usage Guidelines.
- 15 GIA's Mission and Licenses.** You understand that GIA's mission is to ensure the public trust in gems and jewelry worldwide through, among other things, gemological services and research. Therefore, you agree that GIA may (i) include the results of the Services in its research database, (ii) use those results for research and other purposes related to GIA's mission, and (iii) photograph Articles and use those photographs for GIA's purposes related to GIA's mission. You hereby waive any intellectual property claims, suits, or actions, if any, you may have against GIA in the results of the Services or those photographs. Except as otherwise permitted in this Agreement, if GIA publishes any information relating to you, then GIA will only do so in a manner that does not identify you, unless you specifically agree otherwise, including without limitation Section 5.8 (Treated Articles; Breaches of Ethics). This Section 15 shall survive the termination of this Agreement.
- 16 Business Ethics.** You agree that you have reviewed the GIA Client Code of Conduct (the "Code") that currently applies to all GIA clients, which is posted on GIA's website at <https://www.gia.edu/doc/client-code-of-conduct.pdf>. GIA may revise the Code and will post updates to the Code to GIA's website at <https://www.gia.edu/doc/client-code-of-conduct.pdf>. In all transactions with GIA and in all interactions with GIA personnel, you agree to comply fully with all provisions of the then-current version of the Code as in effect from time to time and to conduct business in accordance with the values enunciated therein. The Code is incorporated into these Terms and Conditions by this reference. You hereby acknowledge and agree that you have (i) been provided a copy of or access to the Code, (ii) read and understand the Code, and (iii) agree to be bound by the Code.
- 17 Statute of Limitations.** To the extent permitted by applicable law, 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 the 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.
- 18 Attorneys' Fees.** Should GIA retain attorneys to (i) recover any amounts due under this Agreement, whether or not a suit, claim or action is filed, or (ii) represent GIA in connection with any legal proceeding involving an Article, Report or the Services and whether or not GIA is a party to that proceeding and you are a party to the proceeding, then you agree to pay GIA, in addition to any other amounts due, GIA's reasonable attorneys' fees, costs, and other expenses incurred by GIA.
- 19 Reports and Invoice Terms; and Purchase Orders.** You agree that the terms and conditions included in any Receipt issued by GIA to you 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 any Receipt, invoice, packing slip or any Report. Any inconsistent or additional terms included in your 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.
- 20 Amendment; Waiver; Severability.** Except as expressly provided otherwise in these Terms and Conditions, this Agreement may be amended only by an amendment that is executed by the authorized representatives of both parties as provided in Section 25 of this Agreement. No provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless the 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 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, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing without GIA's written consent. No representation, promise or condition not expressly provided in writing and signed by authorized representatives of you and GIA shall be binding on either party.

- 21 Term and Termination.** This Agreement is effective on the Effective Date and shall terminate on the date you enter into a subsequent Client Agreement or upon earlier termination pursuant to the terms in this Agreement. Either party may terminate this Agreement upon thirty (30) days prior written notice, provided that this Agreement shall apply to any Services being provided as of the date of that notice and any Services requested after the date of that notice if the parties have not entered into a new Client Agreement. In addition, GIA may terminate this Agreement upon notice to you if you breach any provision of this Agreement and do not cure the breach within fourteen (14) days after receipt of the notice or such other reasonable cure period specified by GIA. Subject to the other terms and conditions in this Agreement, including without limitation, Sections 5.8 (Treated Articles; Breaches of Ethics), 5.9 (Irradiated Articles), 7 (Law Enforcement Requests and Competing Claims) of this Agreement, upon termination of this Agreement, GIA shall return to you any of your 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 you or authorized by this Agreement on those Articles prior to returning the Articles to you. Your obligations to defend, indemnify and hold harmless the GIA Indemnitees as provided in this Agreement and your payment obligations for Services rendered under this Agreement, shall survive termination of this Agreement. In addition, the terms and conditions in this Agreement that are expressed to survive or which by their nature should survive the termination of this Agreement shall survive the termination of this Agreement. The parties acknowledge and agree that a court order shall not be required to give effect to any termination of this Agreement.
- 22 Governing Law.** The terms of this Section 22 (Governing Law) shall apply unless you deliver or ship Articles to GIA in Botswana, Japan, South Africa, Thailand, or the DMCC, and you are a consumer, (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 22 (Governing Law). You agree 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. This Section shall survive the termination of this Agreement.
- 23 English Language.** This Agreement is prepared in the English language and the English language version of this Agreement 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.
- 24 Dispute Resolution and Arbitration/Class Action Waiver Provision.** The terms of this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) shall apply unless you deliver or ship Articles to GIA in one of the Specified Countries 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 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision).

You agree that, except as expressly provided below in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), 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 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision). The parties acknowledge that, except with respect to GIA's rights regarding Special Disputes (as defined below), they are waiving their right to bring claims and seek remedies in court, including the right to a jury trial, and that their disputes will be resolved by arbitrators, not a court.

- 24.1 Conduct of the Arbitration.** 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 law specified in Section 22 (Governing Law). 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**").
- 24.2** If you are located within the United States, the then-applicable American Arbitration Association ("**AAA**") Commercial Arbitration Rules (the "**US Rules**") shall apply to any arbitration under this Agreement, and if you are located outside the United States, 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 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) 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. If the AAA refuses or declines to be the appointing authority or to conduct or administer an arbitration for any reason, then JAMS will be the appointing authority and JAMS will conduct and administer that arbitration. In such event, the then applicable JAMS Comprehensive Arbitration Rules & Procedures shall apply to that arbitration and shall be the US Rules for that arbitration for purposes of this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision). 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 the 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 for confirmation, and the court shall enter forthwith an order confirming the 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 reasonable 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/or a defendant as against a plaintiff who does not recover any relief against the defendant.

The seat or legal place of the arbitration shall be in New York, New York, United States of America. However, any arbitration proceedings can be physically conducted in either 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, you may elect to have the arbitration moved to the other city in your discretion, provided that you make the election in writing within thirty (30) days after the filing of the arbitration by GIA. If you do not make the election within that period, the election is waived.

The parties shall be entitled to discovery as provided in the applicable US Rules or International Rules or as otherwise provided by the appointing authority. All arbitration proceedings shall be in English and the decision and award and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) and any awards or decisions resulting therefrom are confidential between the parties thereto.

To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with an 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 those materials and testimony confidential. If the parties are unable to agree upon those 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.

If a Special Dispute is submitted to arbitration under this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), the arbitration of a Special Dispute shall not prohibit either party from also seeking injunctive or other equitable relief from one or more of the courts with jurisdiction as provided in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), or in the case of GIA seeking an injunctive or other equitable relief, one or more courts with jurisdiction over you.

24.3 Class Action Waiver. You agree not to participate as a representative or member of any class of claimants proceeding against GIA in a judicial forum or an arbitral forum, including a class action, representative action, consolidated action or private attorney general action. 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 unless both you and GIA specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party.

24.4 Class Action Waiver Opt-Out; Small Claims Court. Notwithstanding the other terms in Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), if you are located in the United States, then you 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) **YOU OPT-OUT OF THE ARBITRATION PROCEDURES IN THIS SECTION WITHIN THIRTY (30) DAYS FROM THE DATE THAT YOU FIRST EXECUTE THIS AGREEMENT (the "Opt-Out Deadline")**. If you are located in the United States, you may opt out of the arbitration terms in this Section by mailing written notification to GIA, Legal Department, 5345 Armada Drive, Carlsbad, California 92008. Your written notification must include (1) your name and your GIA client number, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with GIA through arbitration. Your decision to opt-out of this arbitration provision will have no adverse effect on your relationship with GIA. Any opt-out request received after the Opt-Out Deadline is not valid and you must pursue your Dispute(s) in arbitration or small claims court as described in this Section. For the avoidance of doubt, only if you are located in the United States may you choose to opt out of the arbitration terms in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision).

If you are located in the United States and have elected to pursue Disputes in court by opting out of the arbitration terms in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), then you hereby consent and submit to the personal jurisdiction and venue of the United States federal courts located in New York, New York and San Diego, California, United States of America, for all Disputes and, if those federal courts do not have jurisdiction over you or the Dispute, then the state courts located in New York, New York and San Diego, California, United States of America. The jurisdiction of those courts shall be exclusive, provided that either party may seek injunctive relief or other equitable relief in a court of competent jurisdiction.

24.5 Jury Trial Waiver. If you elect to pursue Disputes in court by opting out of arbitration in this Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision), then, 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 for any cause of action, claim, or suit arising out of or related to this Agreement. You or GIA may file a copy of this Agreement with the court as evidence of written consent to waive the right to jury trial.

This Section 24 (Dispute Resolution and Arbitration/Class Action Waiver Provision) shall survive the termination of this Agreement.

25 Entire Agreement; Facsimile/PDF Signatures. This Agreement supersedes all previous and contemporaneous agreements, representations, discussion, and understandings between you and GIA regarding the matters described in this Agreement, including without limitation any inconsistent or contrary terms or conditions in the terms of use for the GIA Client Portal or any GIA website. This Agreement, any form or document required or permitted by this Agreement, any amendment to this Agreement, or any signature page for any of the foregoing, may each be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and are executed electronically. Each counterpart of such document, when so executed, shall be deemed an original but all such counterparts shall constitute one and the same document. A manually or electronically executed counterpart of this Agreement, any form or document required or permitted by this Agreement, any amendment to this Agreement, or any signature page for any of the foregoing, may be delivered by any means, including without limitation by electronic means, via website or portal, or by facsimile, telecopy or other electronic imaging. Any counterpart may be converted from paper to electronic form, or from electronic form to paper, at the discretion of the party receiving such counterpart, and such converted counterpart shall be deemed an original. GIA Policies and Terms of Use may be incorporated into any of the foregoing documents by reference and may be made available via a website or online portal or delivered to you in hard copy. 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.

26 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; or (iii) 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 your then-current address on file with GIA, or at any other address as the party may designate by reasonable advance written notice to the other party hereto.

27 Assignment; Successors. You may not assign this Agreement to any third party without the prior written consent of GIA. To the extent permitted by applicable law, 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.

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

29 No Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer on any person or entity other than you, GIA and the GIA Affiliated Laboratories any rights (including third party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement.

[End of Client Agreement Terms and Conditions]

Exhibit – Botswana

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

2 Forum Selection; Arbitration.

You hereby consent that all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement shall be referred by you 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 reasonable attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Gaborone, Botswana. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

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

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Exhibit – Japan

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

2 Forum Selection; Arbitration.

You hereby consent that all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement shall be referred by you 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 reasonable attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Tokyo, Japan. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

If you 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. You agree not to act as a class representative or participate in a class action outside of Japan.

3 Exclusion of Anti-Social Forces.

- 3.1 "**Anti-Social Forces**" means: (1) an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, and any other equivalent person of above; or (2) a person who themselves or through the use of third parties conducts a demand with violence, an unreasonable demand beyond its legal entitlement, use of intimidating words or actions, damages the credit or obstructs the business of the other party by spreading false rumors or by the use of fraudulent, or any other equivalent actions of the above.
- 3.2 Each party represents and warrants that it is not and shall not be: (1) engaged (whether directly or indirectly) with Anti-Social Forces; (2) a person having such a relationship with the Anti-Social Forces that shows the Anti-Social Forces' substantial involvement in the person's management; (3) a person having such relationship with the Anti-Social Forces that shows reliance on the Anti-Social Forces; (4) a person who cooperates and is involved with the maintenance or operation of any Anti-Social Forces by providing funding to any Anti-Social Forces or any similar act; or (5) a person who is engaged in a socially condemnable relationship with the Anti-Social Forces.
- 3.3 If a party breaches the representations and warranties in the preceding paragraph ("**Breaching Party**"), the other party ("**Non-breaching Party**") shall be entitled to terminate this Agreement and request for damages without any notice, and any and all obligations of the Breaching Party owed to the Non-breaching Party shall become due and payable, and the Breaching Party shall immediately perform such obligations.

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Exhibit – South Africa

1 Governing Law. You have read this Agreement and agrees that this Agreement, any dispute arising under or which is related to this Agreement (whether in contract, delict, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of the Republic of South Africa. Subject to the arbitration provisions below, the parties hereby consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court, Johannesburg (South Africa) in any dispute arising from or in connection with this Agreement. The parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with an order of the court. The parties agree that to the extent that the South African Consumer Protection Act, 2008, as amended or its implementing rules and regulations, as amended (collectively, the "CPA"), results in any provision of this Agreement being found invalid or unenforceable, such provision will be enforced to the maximum extent permitted by the CPA, and in such event, the parties will negotiate in good faith a new replacement provision that is valid and enforceable under the CPA and that retains, as much as possible, the original intent of the invalid or unenforceable provision.

2 Arbitration.

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

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

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

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

Any arbitration in terms of this arbitration clause (including without limitation any appeal proceedings) shall be conducted in camera and the parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.

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

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

Notwithstanding the above, either of the parties may choose to pursue a dispute arising from this agreement in court and not by arbitration if (a) the dispute may be and is initiated in Small Claims Court of South Africa; or (b) YOU OPT-OUT OF THE ARBITRATION PROCEDURES SET FORTH IN THIS EXHIBIT WITHIN 30 (THIRTY) DAYS FROM THE DATE THAT YOU FIRST AGREES TO THE TERMS IN THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Exhibit by mailing written notification to GIA, The Paragon, 2nd Floor East Wing, 1 Kramer Road, Bedfordview, Johannesburg, 2007, South Africa. Your written notification must include (1) your name and your client number, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with GIA through arbitration. Your decision to opt-out of this arbitration provision will have no adverse effect on your relationship with GIA. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue its dispute(s) in arbitration or Small Claims Court of South Africa as described in this Exhibit.

The arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action or consolidated action) unless both the parties specifically agree to do so following initiation of the arbitration in a writing signed by authorized representatives of each party. If you have 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 you. You may not be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

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

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Exhibit – Thailand

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

You hereby consent that all disputes, suits, actions, and claims ("**Disputes**") related to or arising out of this Agreement shall be referred by you 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 reasonable attorneys' fees and related costs arising out of any Dispute under this Agreement. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in Bangkok, Thailand. The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the Rules. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from a court of competent jurisdiction.

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

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