

## **GEMOLOGICAL SCIENCE INTERNATIONAL CLIENT SERVICE AGREEMENT**

This **CLIENT SERVICE AGREEMENT** (this “Agreement”) exclusively governs any and all Services (as defined below) that are provided by any entity throughout the world that does business as Gemological Science International (“GSI”). Such entities are Gem Experience, LLC and GSI Gemological Group Inc in the United States, Gemological Science International Pvt Ltd in India, G.W, Gemological Science Israel Ltd in Israel, Gemological Science International PanAsia DMCC in UAE, Gemscience Holdings’(UK), Gemological Science International BVBA in Belgium, Gemological Science International HK Ltd, Gemological science international Botswana , all of which are included within the definition of “GSI” in this Agreement.

By accepting any Service (including receiving any Report) from GSI, all Clients (as defined below) are deemed to accept this Agreement and are deemed to have agreed to be bound hereby.

### **I. General**

1.1. This Agreement may not be modified unless it is in writing and signed by an authorized representative of GSI (an “Authorized Representative”). Contact GSI for information about Authorized Representative. No employee or other representative of GSI (other than the individuals specified in the previous sentence) has the authority to modify this Agreement with any Client. No oral modifications of this Agreement are permitted. No modification of this Agreement shall be deduced from the failure of GSI to respond or object to a purported modification by any Client.

1.2. GSI shall not be bound by any different terms and conditions, terms of service or similar agreements that any Client may present to GSI (“Different T&Cs”). Any and all Different T&Cs shall not apply to the Services and shall be disregarded in their entirety. This is the case even if (a) any client communicates its Different T&Cs to GSI or (b) any Different T&Cs expressly exclude the applicability of conflicting terms and conditions.

### **II. Certain Definitions**

The following terms are defined as follows:

“Article” means any diamond, gemstone material or other material of any kind, including jewelry, colored stones, pearls and/or laboratory grown diamonds delivered by or on behalf of the Client to GSI.

“Client” means any (legal or physical) person (as the case may be represented by a representative), whose name will appear on any documents issued by GSI to the Client pertaining to the Services.

“Employee” means any person employed by GSI and any independent contractor of GSI.

“Force Majeure” means a situation in which the performance of the Agreement by GSI is wholly or partially, temporarily or otherwise, prevented by circumstances beyond GSI’s control, even if this circumstance could already have been foreseen at the time GSI agreed to perform any Services, including without limitation due to any act of God, act or decree of governmental or

military bodies, quarantine, lockdown, shelter in place or similar order or decree of a governmental body, fire, casualty, flood, earthquake, war, strike, lockout, epidemic or pandemic (including the COVID-19 virus), riot, insurrection, or any other cause beyond the reasonable control of GSI.

“Intellectual Property Rights” means all patents, trademarks, rights in designs, trade names, present and future copyrights, whether or not any of these are registered and including applications for any such right or registration thereof, trade secrets and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these.

“Report” means any grading report, identification report, appraisal report or other report issued by GSI that describes an Article, as well as each verification, update or supplement to any such Report.

“Services” means all Services performed by GSI, including lab services, Reports, testing, examining, laser inscribing, photography, engraving, repair, light return or the issuing of reports, and all other related services.

### **III. The Receipt**

3.1. Following delivery of any Article to GSI, either in person, by carrier or by shipment, GSI will issue a receipt or similar document (a “Receipt”) to the Client. The Client must return the original Receipt to GSI, or the Receipt number must be communicated by the Client to GSI, as a condition to GSI’s obligation to return the applicable Article to the Client. GSI reserves the right to impose other reasonable security measures in connection with the return of the Article to the Client.

3.2. By accepting any Receipt or Receipt number, the Client further acknowledges that GSI will act under the terms of this Client Agreement for a relatively small fee compared with the present and potential value of the Article.

3.3. If the Client misplaces or loses the Receipt or the Receipt number, then GSI will, at its sole discretion, choose either (a) not to return the Article to the Client until the Client locates the original Receipt or Receipt number or (b) to return the Article to the Client under the condition that the Client signs a document in form and substance satisfactory to GSI in its sole discretion acknowledging the Client’s liability, agreeing to indemnify and hold harmless GSI and its Employees for any losses or liabilities and releasing GSI and its Employees from any liability or responsibility, in each case which may result from GSI returning the Article to the Client without the Client having presented the original Receipt or Receipt number.

### **IV. Transportation of the Articles and Loss of any Article**

4.1. All risks related to Articles delivered to GSI are borne solely by the Client. All transport of Articles to and from GSI (including shipment to or from GSI’s sub-contractors), are the Client’s responsibility. The Client must insure all Articles to full value, and provide evidence of such insurance to GSI upon request.

4.2 The liability of GSI and its Employees for any loss of an Article while in GSI's possession will be limited to the higher of the following amounts: (i) the amount (if any) actually paid by GSI's insurance for the loss of that Article or (ii) five times the fee GSI is actually paid for the related Service.

## **V. Return of Articles**

5.1. GSI may return all Articles shipped or delivered to GSI by the Client, by using the same carrier that was used by the Client.

5.2. The Client authorizes GSI to deliver any Article to any person appointed by the Client (verbally or in writing) submitting the original Receipt as the duly authorized representative and/or agent of the Client.

5.3. Delivery terms agreed upon between the Parties are non-binding. However, GSI will inform the Client if the agreed delivery date cannot be met.

5.4. GSI may, in its discretion, refuse to perform Services for certain Articles. In such case, GSI will return the Article to the Client, unless this would be prohibited by applicable law.

## **VI. Photographs of Articles**

6.1 GSI is entitled to make or use photographs of the Articles. GSI shall be the sole and exclusive owner of all rights, including Intellectual Property Rights, in the photographs that it takes of the Articles.

## **VII. GSI's Reports**

7.1 The Reports delivered under this Client Agreement are delivered in a digital or physical form. The Reports must be used and interpreted in their entirety and are protected by GSI's Intellectual Property Rights.

## **VIII. Payments**

8.1 GSI's prices exclude any local applicable taxes and other indirect taxes, unless expressly stated otherwise. GSI's prices do not depend on the value of the Articles to which its Services pertain.

8.2. Unless stated otherwise on the invoice, GSI's invoices must be paid in full before or when the delivery is made. In any case the invoiced amount must be credited to GSI's account by no later than the due date, without the deduction of any banking, currency exchange fees or other costs.

8.3. Regardless of what may have previously been agreed with regard to payment terms, GSI may require adequate security from the Client before returning any Article to the Client. If this security is not provided to GSI's reasonable satisfaction within the period stipulated by GSI, GSI may suspend or cancel the performance of its obligations (including

delivery). GSI will not be liable for any damage that Client may suffer from this suspension or cancellation.

8.4. If payment is not made within the payment period stated in the invoice or, in case the invoice does not mention such payment period, within 30 calendar days of the invoice date, the Client will be in default, and without any prior notice of default from GSI. In this case, the Client must pay interest to GSI as from the date of its default at 12% per annum or, if the highest interest rate permitted by applicable law is lower than 12% per annum, the highest interest rate under applicable law.

8.5. If payment is not made by the due date, GSI will be entitled to suspend all current Services without notice. Further, GSI will be entitled to exercise a lien on any and all Articles of the Client in possession of GSI until full payment of all outstanding invoices, including any interest, is made.

8.6. The Client is not entitled to, and hereby waives any right to, apply any deduction to, or set off against, the outstanding invoices on the basis of a counterclaim against, or other claimed liability of, GSI.

## **IX. Disputes**

9.1. Following return of an Article by GSI, the Client shall inspect the Article without delay. If the Client wishes to make any claim or raise a dispute about the quality of the Services or about any other aspect of the Services, it must notify GSI in writing within five business days from the date of return of the Article and in any case before transferring the Article by any means to a third party. After the above period, any unraised claims and disputes are deemed irrevocably waived.

9.2. Making a complaint or dispute under this Section does not suspend the Client's payment obligations to GSI or entitle the Client to any compensation from GSI or to any right of set off.

## **X. Limitation of Liability; Indemnification by Client**

10.1. GSI has delivered its Services, including its Reports for a relatively small fee compared to the present and potential value of the Articles. Accordingly, GSI's liability whether in tort (including for negligence), in contract, or otherwise, for any direct or indirect damages of whatever nature and however caused (including but not limited to special, consequential, incidental, punitive, exemplary or statutory damages, loss of revenue, loss of profit or loss of time) shall – except in case of fraud, gross negligence or willful misconduct by GSI – be limited to the highest of the following amounts: (i) the amount actually paid by GSI's insurance for the damages concerned or (ii) ten (10) times the fee GSI is entitled to receive in connection with the Services delivered by GSI regarding the applicable Article.

10.2. To the extent that GSI relies on the cooperation, services and deliveries of third parties in the performance of its obligations, GSI shall not be liable to the Client for any damages and losses arising from their negligence.

10.3. The Client shall indemnify GSI, its officers, directors, Employees and agents against all third-party claims in relation to the Services performed by GSI to the Client.

## **XI. Nature and Qualification of the Services**

11.1. A Report only entails an opinion of GSI regarding an Article, following the results of the Services performed by GSI on an Article, using equipment possessed by GSI and techniques known to GSI at the time of examination of the Article by GSI and (b) that opinions may vary as to the characteristics covered in this Report depending on when, how and by whom (including the gemologist preparing the Report) the Article is examined and the techniques and equipment that have been used by different laboratories. Different laboratories may express different reasonable opinions regarding Articles.

11.2 Neither GSI nor its Employees shall, at any time, be liable for any discrepancy which may result from the application of other grading and/or identification methods or the subjective judgments of gemologists conducting an examination. Neither GSI nor any member of its staff can further be held liable in any way in case the analysis reflected in a Report deviates from the analysis that the Client might have expected.

11.3. If GSI expresses any appraisal values in its Reports, such values are based on the appraiser's reasonable best judgment and opinion and is not a representation or warranty that the Articles will actually sell for such value if offered for sale at auction or otherwise. The values, if expressed in any report, are based on current information, excluding federal, state or local taxes, on the date indicated and no opinion will be expressed as to any past or future value unless otherwise expressly stated.

11.4. No Report shall be considered an offer by GSI or any of its employees or representatives to purchase or replace any Article.

11.5. If a Client requests an Inscription on an Article, then the Client warrants and represents to GSI that the Client has the right to have GSI inscribe any requested trademark, brand name, service mark, logo, words, characters or other symbols comprising such Inscription on the Article. Client will indemnify GSI and hold GSI harmless against any claim made against GSI in this respect.

11.6. GSI disclaims all express, implied, and statutory warranties, including but not limited to, the implied warranties for fitness for a particular purpose, merchantability, and non-infringement. Client further agrees that no information included on GSI's website or in GSI's informational or promotional materials or communicated verbally by GSI shall be deemed a representation or warranty by GSI. The Client hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity.

11.7. Each of the above limitations extends both to the Client for whom the Report was prepared, and to every other person to whom the Report or the Article described therein, is distributed or shown.

## **XII. Intellectual Property Rights**

12.1. All Intellectual Property Rights relating to inscriptions, Receipts and Reports of the Articles are and remain the sole and exclusive properties of GSI and its affiliates. Nothing in this Agreement shall be construed as granting, or an undertaking to subsequently grant, to the Client any license, right, title or interest in the Intellectual Property Rights. The Client shall not in any manner represent that it has any ownership in any of the Intellectual Property Rights or any registration thereof.

12.2. The Client shall fully respect the Intellectual Property Rights of GSI. The Client is not permitted to use the Intellectual Property Rights without the prior written consent of GSI. The Client shall not apply for, nor register any Intellectual Property Rights of, GSI or any parts thereof, as a trademark, patent, design or as any other Intellectual Property Rights of GSI.

### **XIII. Irradiated Articles; Rough or Partially Rough Diamonds**

13.1. Certain governmental or regulatory agencies, committees, boards, and entities regulate, license and set standards for the treatment of irradiated Articles. GSI endeavors to comply with all such regulations. If GSI determines that an Article has a certain level of radioactivity that exceeds the permitted standards, GSI will notify the Client, and GSI will follow its applicable procedures for handling irradiated Articles, including endeavoring to comply with the requirements of the applicable regulatory bodies.

13.2. GSI may not be permitted to return an Article to the Client when the Article disposes of an excessive level of radioactivity, and that GSI may be obligated to transfer the Article to an entity authorized to receive irradiated Articles, and that GSI will have no further responsibility or liability whatsoever with respect to the Article.

13.3. GSI may not be permitted to return a rough or partially rough diamond to the Client if the Client did not send the Article to GSI in compliance with the required Kimberley process documentation and/or the Client did not follow the required process in relation to the Article. In such event, GSI may be obligated to notify and deliver the Article to the appropriate governmental agency. GSI will have no further responsibility or liability whatsoever to Client or to any other person with respect to such Article. The Client shall indemnify and hold harmless GSI as well as GSI's Employees from the results of such notification and from the delivery of such Article to the government or trade organization.

13.4. GSI's compliance with any other laws, regulations, or court orders regarding any Article, will not entail a breach of this Agreement (or any other agreement) by GSI.

13.5. GSI's liability, as well as the liability of GSI's Employees, for any claims, loss, demand, damage, cost or expense for personal injury resulting from exposure to a radioactive Article submitted to GSI, even if the loss, claims, demand, damage, cost or expense relating thereto was caused by or resulted from the negligence of GSI or any of its Employees, shall be limited to the fee GSI actually receives in connection with the Services delivered by GSI regarding the applicable Article.

### **XIV. Treated and Processed Articles**

14.1. GSI may test an Article, including chemical analysis or other laser ablation techniques to determine whether the Article is from natural, synthetic or mixed origin or whether it has been treated or processed, even if the Client did not request such testing as a part of the Services.

14.2. GSI may, at its sole discretion, include an Inscription on any Article that GSI reasonably believes to be synthetic, treated or processed, specifying the results of such GSI testing, even if the Client did not request such Inscription as a part of the Services and the Client hereby agrees to pay for any such Inscription.

14.3. If the Client submits an Article to GSI and does not disclose to GSI in writing at the time of submission that such Article is synthetic or that it has been treated or processed, GSI may, at its sole discretion, notify law enforcement agencies, the World Federation of Diamond Bourses or any local bourses, or other appropriate government or trade organizations, of this submission and GSI may retain and turn over the Article at the request of such agency or organization for further investigation. In such event, the Client's only recourse is with the government or trade organization. The Client shall indemnify and hold harmless GSI and GSI's Employees from the results of such notification and from the delivery of such Article to the government or trade organization.

14.4. If the Client submits an Article to GSI and does not disclose to GSI in writing at the time of submission that such Article is synthetic or that it has been treated or processed, then GSI may, at its sole discretion, charge the Client a fee in accordance with GSI's then-current fee structure or schedule for testing the Article to determine whether it is synthetic, treated or processed. The Client agrees to pay all such fees. GSI may change such fees or the method for determining such fees from time to time at its sole discretion. Upon Client's request, GSI will provide to Client the then-current fees and fee schedule for such testing. If the Client did not disclose to GSI in writing at the time of submission that such Article was synthetic, treated or processed the Client agrees to indemnify and hold harmless GSI and GSI's Employees from and against any loss, damage, liability, cost and expense incurred by GSI (including reasonable attorneys' fees) arising out of, related to or resulting from third party claims that an Article submitted by the Client is synthetic, treated or processed.

14.5. The techniques and technology used by GSI for testing Articles are continuously evolving and include certain subjective elements. As a result, it might not be possible in all cases to determine whether an Article has been processed or treated using GSI's then-current techniques and technology and GSI makes neither representations nor warranties to the Client in this regard. GSI will not be liable to the Client or any third party for GSI's failure to detect whether an Article has been processed or treated or for GSI's inaccurate determination that an Article was treated or processed.

## **XV. Law Enforcement Requests and Competing Claims of Ownership**

15.1 In connection with the performance of certain Services, GSI may map an Article. From time to time, domestic and/or international law enforcement agencies might provide GSI with the notice that a particular Article was stolen or is of specific interest to the law enforcement agency, or a third party might provide GSI with the notice that a particular Article

was stolen or may be owned by a third party. If GSI receives an Article with a similar map as the Article that is the subject of such notice from a law enforcement agency or a third party, then, notwithstanding anything to the contrary in this Agreement, GSI may, and is hereby authorized to, hold such Article and inform the applicable law enforcement agency or any interested third party with a competing claim of ownership. GSI will comply with any and all lawful requests from a law enforcement agency and orders or directives from any court or regulatory or arbitral body having jurisdiction over GSI regarding the ownership, holding or other disposition of such Article. GSI may provide to the law enforcement agency the Article and the name and address of the Client or provide to the third party the name and address of Client.

15.2 GSI may require the Client or any third party to obtain a court order or directive from law enforcement with respect to GSI's disposition or return of the Article. GSI will have no liability to the Client in connection with GSI's compliance with any request from a law enforcement agency, court order or directive, or otherwise in connection with its actions under this Section. The terms in this Section shall survive the termination of this Agreement.

## **XVI. Assignment**

16.1. The Client may not assign any of its rights or obligations under this Agreement (or under any other agreement between the Client and GSI) to any third party without the prior written consent of GSI, which GSI may grant or withhold in its sole discretion.

16.2. GSI may assign its rights and obligations to any entity without notice to, or the consent of, the Client.

## **XVII. Force Majeure**

17.1 GSI shall be released and shall not be obliged to fulfill any obligation to the Client during the occurrence and continuation of a Force Majeure. GSI shall not be required to prove the incalculable and unforeseeable nature of the circumstance constituting Force Majeure. In the event of Force Majeure, the obligations of GSI shall be suspended. In such a case, the Parties shall use all reasonable endeavors to mitigate the consequences of a Force Majeure. If the Force Majeure lasts longer than two months, GSI will be entitled to dissolve the Agreement without judicial intervention, without being liable to pay any compensation to the Client.

## **XVIII. Amendments**

18.1. GSI may amend this Agreement at any time.

## **XIX. Severability and Invalidity**

19.1. If any provision of this Agreement (or any portion thereof) is invalidated or held unenforceable by any court or agency of competent jurisdiction, such invalidity will not affect the validity or enforceability of any other provision of this Agreement (or the remaining portion thereof), which shall remain in full force and effect.

19.2. If any provision of this Agreement (or any portion thereof) nullified or adjusted by a court or other judicial authority on the ground that such provision is beyond what is



permissible under applicable law in circumstances in which the same would be permissible if some parts thereof were deleted, amended or reduced, such provision shall apply with such modification as would be necessary to make it valid and effective.

## **XX. Governing Law; Arbitration; Waiver of Jury Trial**

20.1. This Agreement and all matters arising out of or relating to this Agreement (including all of GSI's Services throughout the world), whether sounding in contract, tort or statute, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles thereof.

20.2. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF ARBITRATION SHALL BE NEW YORK, NEW YORK. THE ARBITRATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THE ARBITRATOR(S) SHALL AWARD TO THE PREVAILING PARTY, IF ANY, AS DETERMINED BY THE ARBITRATORS, ALL OF THEIR COSTS AND FEES. "COSTS AND FEES" MEAN ALL REASONABLE PRE-AWARD EXPENSES OF THE ARBITRATION, INCLUDING THE ARBITRATORS' FEES, ADMINISTRATIVE FEES, TRAVEL EXPENSES, OUT-OF-POCKET EXPENSES SUCH AS COPYING AND TELEPHONE, COURT COSTS, WITNESS FEES, AND ATTORNEYS' FEES.

20.3 EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY.

## **XXI. GSI's Remedies**

21.1 GSI will suffer irreparable damage if Client were not to perform each of its obligations in accordance with the terms hereof, and GSI shall be entitled to specific performance by Client of the terms hereof. In the event of a breach or threatened breach by Client of any provision of this Agreement, Client hereby consents and agrees that money damages would not afford an adequate remedy, and that GSI shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction or from any arbitral body, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any

equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other relief available to GSI.