RAPLAB CLIENT SERVICES AGREEMENT

This **Client Services Agreement** ("Agreement") effective __day of_____, 20___ (the "Effective Date"), between Rapaport Laboratory LLC of 133 East Warm Springs Rd, Las Vegas, NV 89119, USA, ("**RapLab**" or "**Rapaport Laboratories**") and _____, having its place of business at _____ (the "Client").

WHEREAS:

A. RapLab performs diamond grading analysis and ancillary services for the diamond, gem and jewelry industry at its diamond grading laboratory situate at the locations as indicated on the RapLab.com website, and issues diamond Grading Reports in connection therewith.

B. Client desires to have RapLab perform such services on Articles submitted by Client to RapLab's laboratory, and for RapLab to issue Grading Reports in respect of said Articles.

C. For the purpose of this Agreement, the term "**Article"** means any diamond, gem material or other article of any kind submitted either on this date, and at any time hereafter, by Client to RapLab's diamond grading laboratory; the term "**Grading Report(s)**" means any type of diamond grading document or report issued by RapLab, that describes the cut, color, clarity or weight of an Article, and includes any consultation card, seal, certificate, verification of, update to, or any supplement to such document, including in digital format; the term "**Receipt**" means any receipt issued by RapLab to Client for any Article; and the term "**Services**" means the services performed by RapLab, subject to the terms of this Agreement, to be provided by RapLab, and as indicated by the Client on the Client Submission Form, which may include the following: grading, analyzing, examining, verifying, synthetic testing, imaging and video, sealing, inscription and private–label services, and the issuing Grading Reports in connection therewith.

NOW THEREFORE, in consideration of the foregoing premises, the agreements made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services.**

RapLab agrees to provide the Services to Client as indicated by the Client on the Client Submission Form in respect of Article/s submitted to RapLab for such Services, subject to RapLab's acceptance of such Articles for the purposes hereof and subject to the terms of this Agreement. The Client agrees that RapLab, in accepting delivery of any Article and subsequently performing the Services for a relatively small fee compared to the present and potential value of such Article(s), is and will be acting in reliance on, and in consideration of, the following agreements, acknowledgments, authorizations and releases by the Client:

a. Client agrees and acknowledges that RapLab shall, at its discretion, even if not requested by the Client to do so, conduct tests or examinations to determine, to the extent practically possible, if the Article is natural, synthetic or whether it has been treated or processed, including, but not limited to, high-pressure, high-temperature (HPHT) treatment. Client agrees that it may not be possible for RapLab to determine whether an Article has been processed or treated by technological means, and RapLab makes no representations or warranties to the Client in regard to the HPHT treatment status of the Article, and any examination or comment concerning whether an Article has been processed or treated (including HPHT treated) is only an opinion of RapLab. Client agrees that RapLab shall not have any liability to Client or any third party for the failure to test, examine or detect whether an Article has been processed or treated or for any determination whether an Article was treated or processed. Client agrees to indemnify and hold harmless RapLab, and its directors, managers, shareholders, employees and agents against and from any and all losses, damages, costs, and expenses, including attorney's fees, which may be incurred by RapLab arising out of, related to, or resulting from third party claims that an Article submitted by Client is synthetic, treated, or processed when Client, at the time of submission of an article, did not disclose to RapLab in writing that such Article was synthetic, treated, or processed.

b. If Client (a) submits an Article to RapLab and does not disclose to RapLab in writing at the time of submission that such Article is synthetic or that it has been treated or processed and RapLab subsequently reasonably suspects or detects that an Article is synthetic or has been treated, or (b) breaches or potentially breaches any ethics or other policies of the World Federation of Diamond Bourses (the "WFDB"), the International Diamond Manufacturers Association ("IDMA"), GIA or any other appropriate government or trade organizations; or, if RapLab (1) becomes aware of matters of interest to the diamond and gem industry, and other matters related to the mission of WFDB, IDMA, GIA or any other appropriate government or trade organizations, both now and in the future, or (2) terminates the Agreement, including without limitation, for any of the foregoing reasons (collectively, the "Matters"), then RapLab may, at its discretion, (i) notify law enforcement agencies, the WFDB or any local bourses, IDMA, or other appropriate government or trade organizations of such Matters and provide any information, data and documents concerning the Matters, including without limitation, the names, contact information and other personally identifiable information of individuals that have submitted articles to or communicated with RapLab on Client's behalf (collectively, the "Information") in RapLab's possession requested by such bodies, (ii) make public, via RapLab's website or otherwise, the name of such Client in connection with the Matters, and (iii) retain and turn over the Article at the request of such agency or organization for further investigation. In such an event, Client's only recourse is with the government or trade

organization in receipt of such notification and/or Article. Client hereby consents to and authorizes RapLab to provide WFDB, IDMA, or any other appropriate governmental and trade organization and law enforcement agencies the Information, and consents to and authorizes such organizations to provide the Information to their member organizations.

c. Client agrees by signing this Agreement that, unless otherwise advised, (i) a Grading Report is not a guarantee, valuation or appraisal, and may not be referred to as such; (ii) RapLab does not give economic valuation; (iii) RapLab does not issue Grading Reports on any Article except diamonds; (iv) RapLab makes no representation or warranty whatsoever, expressed or implied, regarding any Grading Report or any Article; (v) a Grading Report contains only a description or the results of the grading and/or examining by RapLab at the time of the grading and/or examining; (vi) the results of RapLab`s grading and/or examining of an Article may reasonably vary from the results of grading and/or examining performed by others, and may differ in the future as a result of changes and improvements in techniques and equipment for grading and/or examining; (vii) the results of RapLab`s grading and/or examining of an Article, map of the Article and the name and address of the Client may be required to be provided to a domestic or international law enforcement agency or any interested third party if notice is served upon RapLab that a particular Article was stolen, is of other interest to the law enforcement agency, or is allegedly owned by said third party. If RapLab 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 RapLab may, and is hereby authorized, to hold such Article and inform the applicable law enforcement agency and /or interested third party with a competing claim of ownership and is hereby authorized to comply with any and all requests from a law enforcement agency and any orders or directives from a court of law having competent jurisdiction, and RapLab shall have no liability to Client in connection with its action in terms hereof; and (viii) RapLab specifically disclaims all express, implied and statutory warranties, including, but not limited to, the implied warranties of fitness for a particular purpose, merchantability, and non-infringement.

d. Client hereby authorizes RapLab to deliver any Article to any person presenting the Receipt for such Article, unless written notice to the contrary shall have been received by RapLab prior to delivery. RapLab may charge Client additional fees for delivery of Articles to persons or entities not presenting a Receipt and Client agrees to pay all such fees. Client will be solely responsible for any loss or damage to any Articles so delivered by RapLab as directed to any persons or entities not presenting a Receipt and RapLab will have no responsibility whatsoever for any such loss or damage or for the acts or omissions of any such individuals.

e. Client agrees that RapLab may return all Articles delivered to it using the same carrier and insured for same value declared by the Client in shipping such Articles to RapLab`s laboratory provided such insurance is available through said carrier. Client agrees that RapLab will only insure registered mail parcels to a maximum of $25,000. Client further agrees to pay all costs of shipment and insurance to and from RapLab`s laboratory and that RapLab shall not be responsible or liable for losses of or damages to any Article shipped in accordance with this Section, or with Client's express written instructions. Client also agrees that it is solely and fully responsible for all Articles submitted to RapLab by Client.

f. Client agrees that, regardless of the declared value or amount of insurance referred to in the preceding Section, if there is a loss, misdelivery or damage of any Article shipped by RapLab to Client in accordance with the terms of the preceding Section, or with Client's express written instructions, Client shall remain liable and agrees to pay any and all fees associated with the Services provided by RapLab to the Client under the terms of this Agreement in compliance with Section 2 of this Agreement.

g. Client understands that RapLab also provides Inscription, Private- Label, Image and Video, as well as other Services. If Client desires to have RapLab provide such Services at time of account activation or at any time in the future, the provisions of Section 3, 4 5 and 6 hereof respectively shall be applicable to the rendering by RapLab of such Services.

h. Client agrees to comply with all RapLab's policies and procedures regarding submission and delivery of Articles to RapLab, including, without limitation, submitting Articles in plain, unmarked parcels (parcel papers). Client will not include on any such parcel: Client's name, address, phone number, branding, trademarks, website address, e-mail addresses, or any other information that may be used to identify Client. In addition, such parcels shall not include any grading information about the Article (e.g., color, clarity or cut information).

i. Client agrees that if Client requests Services for an Article for which RapLab does not ordinarily issue Grading Report's for such an Article, then RapLab may, unless contrary written instructions have been provided by Client, issue the appropriate Services for that Article and Client will pay the fees associated with the correct Services.

j. Client acknowledges awareness of The Kimberley Process certification scheme which regulates the trade in rough diamonds. Client further agrees to execute and submit the Kimberley Process and System of Warranties statement attached hereto as Exhibit B.

k. Client acknowledges that RapLab will not be obligated to issue duplicate copies of any Grading Report, whether or not reported as stolen or missing. Any Article for which a duplicate copy of a Grading Report is requested by Client must be submitted for regrading by RapLab at the regular fee associated with such Service.

l. Client agrees that if a third party requests a summary of any Grading Report information, or a copy or duplicate of a Grading Report that was last submitted to RapLab by Client for grading or other Services (including without limitation any Article submitted by Client prior to the date of this Agreement), then RapLab may, in its discretion, issue such a summary of any Grading Report information, or a copy or duplicate thereof, to the third party requester at such fees payable by said third party requester as is determined by RapLab in its sole discretion.

2. **Payment.**

Client agrees that it is solely and fully responsible to pay any and all fees and amounts associated with and related to the Services provided by RapLab to the Client under the terms of this Agreement, and that all payments that are due for such Services, shall, unless otherwise determined by RapLab, be paid, as specified by RapLab, either: (i) prior to the Articles being delivered to RapLab; (ii) at the time the Articles are delivered to RapLab; (iii) at the time the Articles are returned and the Grading Reports are provided to Client, or (iv) alternatively, if RapLab has granted Client credit terms, then RapLab will invoice Client following provision of the Services and Client shall pay all invoiced amounts pursuant to the payment terms specified in the invoice. All past due accounts accrue interest, from the due date until paid in full, at 1.5% per month (18% per annum) on the outstanding balance, or at the legal rate of interest, whichever is the lesser, from the due date until paid in full.

Additionally, the following terms shall be applicable:

a. A current listing price of the fees to be charged by RapLab for its Services is published and available from time to time on the RapLab.com website. All prices are listed in U.S. Dollars or Indian Rupees, as applicable, and are exclusive of transportation, insurance costs, duties, tariffs and taxes, including without limitation, stamp duties and value added taxes (VAT) and other taxes, which Client agrees to pay upon demand. Client understands and agrees that these fees are subject to change from time to time at the sole and absolute discretion of RapLab.

b. Client expressly agrees and acknowledges that if the account of the Client to RapLab becomes overdue and must be placed in the hands of an attorney, Client shall pay all collection costs, attorneys' fees and court costs incurred in the collection thereof, plus a late fee charge of 1.5% per month (18% per annum) or the maximum amount permitted by law, whichever is the lesser. Credit terms are at the absolute discretion of RapLab. The accrual of interest does not authorize the Client to defer payment of any indebtedness to RapLab beyond stated credit terms.

c. Should RapLab retain attorneys to recover any amounts due under this Agreement, whether or not suit is filed, the Client agrees to pay RabLab, in addition to any other amounts due, all attorney's fees, costs and other expenses so incurred.

d. Nothing in this Section contained, shall restrict or otherwise prevent RapLab in the event of failure on the part of Client to timely pay RapLab any fees and amounts associated with and related to the Services which may be then due and payable, from withholding and /or retaining any Articles (and/ or Grading Reports) until RapLab has received payment in full from Client of all applicable fees and charges.

3. **Inscription Services**

In the event RapLab provides inscription services by laser inscribing any Article(s) the following provisions shall apply:

a. The Client agrees that in accepting delivery of the Article, and in placing the inscription on the Article, RapLab is and will be acting in reliance on and in consideration of the following agreements by the Client:
   i. Client represents and warrants that the Client is the owner of, or has obtained all necessary consents, authorizations or licenses for the lawful use of any copyright, trademark, moral or other intellectual property embodied in the Inscription.
   ii. Client agrees to indemnify and hold harmless RapLab, and its directors, managers, shareholders, employees and agents against any and all loss, liability or expense, including attorneys' fees, for any error in, omission from, or use of, the inscription, including but not limited to a claim made by a third party that the inscription or any parts or elements thereof infringe upon the copyright, trademark, service mark, moral or other intellectual property rights of such third party (each,

an "infringement claim"), even if caused by or resulting from the negligence or other fault or omission of RapLab, or any of its directors, managers, shareholders, employees or agents. Client hereby releases and discharges RapLab, and its directors, managers, shareholders, employees and agents from any and all claims and demands whatsoever, including claims and demands for the negligence or other fault or omission of RapLab, or any of its directors, managers, shareholders, employees or agents, from any error in, omission from, or use of, the said inscription.

iii. Client agrees that upon demand by RapLab, the Client shall diligently defend any infringement claim which is made or commenced against RapLab, whether alone or together with the Client or any other person, all at the client's own cost and expense and by counsel to be approved by RapLab in the exercise of its reasonable judgment. In the alternative, RapLab may, at any time, elect to conduct its own defense through counsel selected by it at the cost and expense of the Client.

b. Client further agrees that any and all fees due for inscription services shall be paid to RapLab in accordance with the Schedule of fees for such inscription services as may be published and available from time to time on the RapLab.com website, and otherwise in accordance with the terms of this Agreement.

c. The Client acknowledges that (i) the inscription does not guarantee identification of the Article because, amongst other reasons, the inscription may be removed by polishing; (ii) RapLab makes no representation or warranty regarding the inscription or the Article; and (iii) the inscription may not be used in whole or in part for purposes of advertising, publicity or promotion without RapLab's prior written consent.

4. **Private-Label Services**

In the event RapLab provides Private-Label services for Article(s) submitted by the Client, by branding the Grading Report issued by RapLab with the Client's own logo or trademark to be used as the Client's own report subject to the terms of this Agreement, the following provisions shall apply:

a. The Private- Label Grading Report
   i. RapLab will perform the grading and examination Services for the Article/s as requested by the Client and will issue a Grading Report.
   ii. Client shall provide RapLab with their trademark and/or logo to be printed on such Grading Report. Client represents and warrants that the Client is the owner of, or has obtained all necessary consents, authorizations or licenses for the lawful use of any copyright, trademark, moral or other intellectual property in the trademark/logo provided by Client for such purpose.
   iii. RapLab will finalize the layout and design of the Client's logo/trademark on the Grading Report together with the Client, and will issue a Client-branded "Private- Label Grading Report" for such Article/s (the "PLGR").
   iv. The PLGR shall bear words signifying that RapLab and/or Rapaport has provided the grading services for the PLGR.

b. Client Obligations
   i. Client shall not add to, modify, remove from, or in any way change the PLGR provided to Client by RapLab without RapLab's prior written consent.
   ii. Client may disclose RapLab as the provider of the Services performed in connection with the PLGR.
   iii. Client may not make any commitment, representation, misrepresentation, guarantee or warranty regarding the Services, the Private-Label Services or the grading standards and characteristics of any Grading Report, including the PLGR, provided by RapLab, inconsistent with or beyond those contained on the RapLab.com website or any other material as approved by RapLab.

c. IP Rights
   i. RapLab does not permit the Client to use RapLab's trademarks and other intellectual property for any purpose whatsoever other than as they appear on the PLGR for the specific purpose of promoting and advertising the PLGR and exercising its rights and performing its obligations under this Agreement.
   ii. The Client grants to RapLab, a non-exclusive, non-transferable, not sub-licensable, license to use the Client's trademarks for the purposes of promoting and advertising the Services and for the purpose of exercising RapLab`s rights and performing its obligations under this Agreement.
   iii. Each party shall at all times retain sole and exclusive right, title and ownership in and to all of its own intellectual property. Either party may in its sole discretion from time to time change the appearance and/or style of its own trademarks.
   iv. The Client acknowledges that, except for the Client's trademarks/logos associated with the Private-Label services, the Client shall have no rights in respect of RapLab's trademarks (including associated goodwill), the Services and the Private-Label services, and all rights, title and interests in and to the RapLab trademarks, the Services and the Private-Label services, including all intellectual property rights are, and shall remain, vested in RapLab.
   v. The Client shall not, at any time during or after the expiration or termination of the Agreement, assert or claim any interest in, or do anything that may adversely affect the validity of, RapLab's intellectual property.

vi. Neither party shall:
   i. use the trademarks of the other in a manner which disparages or is detrimental to the applicable owner of the trademarks or its goodwill, reputation and image or which would tend to allow such trademarks to become generic, lose their distinctiveness and/or become liable to mislead the public.
   ii. register or apply to register in its own name any of the other party's trademarks, or any other trademark, trade names or any of the designs or other intellectual property of the other party (including internet domain names); or
   iii. register or apply to register any trademarks or trade names resembling any of the other party's trademarks or any other trademark or trade names of the other party.

vii. Each party shall promptly cease using the other party's trademarks within thirty (30) calendar days of termination of this Agreement.

d. Client agrees to indemnify and hold harmless RapLab, and its directors, managers, shareholders, employees and agents against any and all loss, liability or expense, including attorneys' fees, for any error in, omission from, or use of, the PLGR, including but not limited to a claim made by a third party that the PLGR or any parts or elements thereof infringe upon the copyright, trademark, service mark, moral or other intellectual property rights of such third party (each, an "infringement claim"), even if caused by or resulting from the negligence or other fault or omission of RapLab, or any of its directors, managers, shareholders, employees or agents. Client hereby releases and discharges RapLab, and its directors, managers, shareholders, employees and agents from any and all claims and demands whatsoever, including claims and demands for the negligence or other fault or omission of RapLab, or any of its directors, managers, shareholders, employees or agents, from any error in, omission from, or use of, the PLGR.

   Client agrees that upon demand by RapLab, the Client shall diligently defend any infringement claim which is made or commenced against RapLab, whether alone or together with the Client or any other person, all at the Client's own cost and expense and by counsel to be approved by RapLab in the exercise of its reasonable judgment. In the alternative, RapLab may, at any time, elect to conduct its own defense through counsel selected by it at the cost and expense of the Client.

e. Client further agrees that any and all fees due for the Private-Label service shall be paid to RapLab in accordance with the Schedule of fees for such Services as may be published and available from time to time on the RapLab.com website and otherwise in accordance with the terms of this Agreement.

5. **Image and Video Services**

In the event RapLab provides image and video services for any Article(s) submitted by the Client, the following provisions shall apply:

a. RapLab shall provide a fine quality high–resolution 3D video and image, or photograph, of such Article using advanced innovative camera and imaging software technology.
b. The image and video of the Article may be used for online viewing of an Article`s characteristics, and may be uploaded directly to Client`s database or RapNet account.
c. Client further agrees that any and all fees due for the image and video services shall be paid to RapLab in accordance with the Schedule of fees for such Services as may be published and available from time to time on the RapLab.com website and otherwise in accordance with the terms of this Agreement.
d. Client acknowledges that the grading information presented in the Image or Video is based on information provided by the Client and may not have been verified by Rapaport. Client shall not misrepresent the above and will indemnify Rapaport for any claims to this effect.

6. **Other Services.** In the event RapLab provides any of the following Services for any Article(s) submitted by the Client, the following provisions shall apply:

a. For Consultation Cards, or other verification services, Client acknowledges that it is based on a preliminary examination of the diamond and is not a guarantee of quality or an appraisal. The gemological grades provided are based on subjective human evaluation. There is no assurance that the same diamond will receive the same grading results upon re-examination by RapLab or other laboratories. Sarine measurements are provided on the reverse side. Cut and symmetry estimates are based on measurement only and are not gemological grades.

b. For Sealing, Client acknowledges that it is not an appraisal confirming value and is subject to the legal disclaimers and notices displayed on the full RapLab Grading Report. Client must check the integrity of the seal to ensure that it has- not been opened and shall not tamper with it in any way. If compromised in any way, the Diamond may not match the RapLab

Report and Rapaport disclaims all liability and shall not be held responsible in any manner. Client must refer to the RapLab Grading Report and website for full grading details, legal disclaimers and notices.

7. **Insurance**

RapLab shall maintain a Standard Form Jewelers Block Policy to insure all Articles against loss or damage while in RapLab's possession and the Client agrees and declares (i) that the liability of RapLab, and its directors, managers, shareholders, employees and agents for any loss of, or misdelivery of, or damage to, any Article, even if caused by or resulting from the negligence or other fault, including fraud, willful misconduct, or gross negligence of RapLab, or any of its directors, managers, shareholders, employees or agents, shall be limited to the amount paid, if any, in respect thereof under any such policies by its insurance carrier; (ii) that in any event, RapLab and its directors, managers, shareholders, employees and agents shall not be personally liable for any such loss or misdelivery of, or damage to, any Article; and (iii) that regardless of the amount paid, if any, under such insurance policies, if there is a loss, misdelivery or damage of any Article shipped by RapLab to Client in accordance with the terms of this Agreement, Client shall remain liable and agrees to pay any and all fees associated with the Services provided by RapLab to the Client under this Agreement in compliance with Section 2 of this Agreement.

8. **Liability**

RAPLAB, AND ITS DIRECTORS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR, AND CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS RAPLAB AND ITS DIRECTORS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS AGAINST AND FROM ANY AND ALL LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, RESULTING FROM (I) ANY ERROR IN OR OMISSION FROM A GRADING REPORT, OR THE ISSUANCE OR USE OF, ANY GRADING REPORT AND/OR INSCRIPTION, EVEN IF CAUSED BY OR RESULTING FROM THE NEGLIGENCE OR OTHER FAULT OR OMISSION OF RAPLAB, OR ANY OF ITS DIRECTORS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS OR AGENTS; (II) ANY THIRD PARTY CLAIM, SUIT, ACTION OR DEMAND ALLEGING THAT AN ARTICLE INFRINGES A THIRD PARTY`S PATENT(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHTS; (III) ANY INSCRIPTION CLIENT REQUESTS TO BE INCLUDED ON AN ARTICLE;OR (IV) ANY NEGLIGENCE OR OTHER FAULT OR OMISSION BY RAPLAB, OR ANY OF ITS DIRECTORS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS OR AGENTS IN THE PERFORMANCE BY RAPLAB OF ANY OF THE SERVICES UNDER THIS AGREEMENT.

9. **Limitations of Liability**

CLIENT FURTHER AGREES THAT IN ANY EVENT RAPLAB, AND ITS DIRECTORS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF MARKET SHARE, OR DAMAGE TO GOOD NAME AND REPUTATION WITH RESPECT TO ANY OF THE FOREGOING MATTERS OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGES, EXCEPT FOR THE PAYMENT OF ANY INSURANCE PROCEEDS REFERENCED IN SECTION 5 ABOVE. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY TO THE CLIENT OR THIRD PARTY, OF RAPLAB EXCEED THE PRICE OF THE SERVICES PROVIDED BY RAPLAB TO CLIENT FOR WHICH LIABILITY ARISES. THE MAXIMUM AMOUNT OF RAPLAB`S LIABILITY SHALL IN ANY EVENT BE LIMITED TO THE PROCEEDS OF ANY INSURANCE POLICY, IF RECEIVED, IN ACCORDANCE WITH SECTION 6 ABOVE OF THIS AGREEMENT.

10. **Release and Discharge**

Client hereby releases and discharges RapLab, and its directors, managers, shareholders, employees, contractors and agents from any and all liability, claims suits, actions and demands whatsoever, including, but not limited to, claims and demands for (i) the negligence or other fault or omission of RapLab, or any of its directors, managers, shareholders, employees, contractors and agents, for any error in or omission from the performance by RapLab of any of the Services under this Agreement, or the issuance or use of, any Grading Report, and (ii) any error in or omission from, or the issuance or use of, any Grading Report caused by the acts of others.

11. **Indemnity**

Client agrees to indemnify and hold harmless RapLab, and its directors, managers, shareholders, employees, contractors and agents from and against any and all losses, damages, costs, and expenses, including attorney's fees arising out of, related to Client`s failure to comply with any applicable law in requesting RapLab to perform the Services under this Agreement. RapLab may, in its discretion, refuse to perform Services for certain Articles and for certain Clients. In such event, RapLab will, unless otherwise prohibited by applicable law, return the Article to Client as described in this Agreement.

12. **Term, Automatic Renewal and Termination**

a. **Term.** The Term of this Agreement shall commence on the Effective Date, and continue for an initial period of twelve (12) months, unless earlier terminated in accordance with this Section 12 of this Agreement (the "Term").

b. **Automatic Renewal of Term.** Client understands and agrees that this Agreement shall automatically renew indefinitely for consecutive twelve (12) month terms unless RapLab and/or the Client provides the other party to this Agreement with written notice of its intention not to renew this Agreement no later than thirty (30) days prior to the expiration of the initial period, or any renewal of the Term of this Agreement.

c. **Termination.** RapLab shall have the right, for any reason whatsoever, to terminate this Agreement at any time upon thirty (30) days prior written notice to the Client. This Agreement shall automatically terminate if Client breaches any covenant, term or condition contained in this Agreement and Client fails to cure such breach within thirty (30) days after receiving written notice thereof from RapLab sent to the Client's address set forth below. In the event of any termination of this Agreement, the Client shall remain responsible for making any and all payments due and owing to RapLab for the Services provided and performed in accordance with the terms and conditions of this Agreement or any other agreement, and, further, the Client shall immediately return to RapLab, without limitation, any and all Confidential Information including, but not limited to, all correspondence, reports, documents, drawings and any other items of whatever nature supplied by RapLab to the Client. Upon the expiration or termination of this Agreement, Client agrees to make no further use or utilization of any Confidential Information. The provisions of this subparagraph and the provisions of Sections 8, 9,10 and 11 of this Agreement shall survive the termination of this Agreement.

13. **Confidentiality.**

Client agrees that "Confidential Information", as more fully defined in Section 13.a below, is of great value to RapLab, and Client further agrees not to disclose, divulge or reveal to anyone, either during or after the term of this Agreement (or any renewal thereof), any "Confidential Information" and to hold and keep the same confidential as provided in this Agreement, and otherwise agrees to each and every restriction and obligation in this Agreement.

a. **Confidential Information.** As used in this Agreement, the term "Confidential Information" means and includes any and all confidential information and/or trade secrets including, but not limited to, the business and affairs of RapLab and its affiliates, how RapLab performs its diamond grading analysis and services, RapLab`s operating systems and procedures, marketing strategy, knowledge concerning RapLab's customers and their specialized requirements (including any lists and databases pertaining thereto), RapLab's insurance brokers and agents, any technical, financial, or commercial data, or other data and information, including price data, whether or not patentable or eligible for copyright (including without limitation ideas, concepts, know-how, methods, techniques, structures, information and material relating to existing software or software in various states of development, including source code, object and load modules, requirements, specification, design notes, flow charts, documentation, technical and engineering data, and studies). Confidential Information shall also mean internal business procedures and business plans, including analytical methods and procedures, financial information, service and operation manuals and documentation therefore, ideas for new products and services, customer and marketing information materials, marketing and development plans, forecasts and forecast assumptions, future plans and potential strategies of corporation, financial data, including price and cost objectives, quoting policies and procedures, customer data (including but not limited to customer lists, names of existing, past or prospective customers and their representatives, data provided by or about such prospective, existing or past customers, customer service information and materials, data about the terms, conditions, and expiration dates of existing contracts with customers, the type, quality and specifications of products purchased by such customers). Confidential Information also includes all kinds of information and data in oral, written, graphic, machine-readable or any other tangible or intangible medium, and shall also mean all notes, memoranda, files, records, writings and other documents which Client has, in the past, or shall, after the Effective Date of this Agreement, prepare, use or come into contact with which relate to any of the above or are useful in any manner to the business of RapLab. Without limiting the generality of the foregoing, Confidential Information shall also include any and all information and materials in RapLab's possession or under its control for any other person or entity which it is obliged to treat as confidential or proprietary, and any and all information not generally known to the public or within industries or trades in which RapLab competes. The definition of Confidential Information applies, without regard, to whether any specific matters would be deemed confidential, material, or important. The parties stipulate that the matters are confidential, material, and important, and gravely affect the effective and successful conduct of RapLabs' business.

b. **Restricted Use of Confidential Information.** The Client agrees that the Confidential Information (i) will be kept confidential by the Client and any representative of the Client, and (ii) without limiting the foregoing, will not be disclosed by the Client, or the Client's representatives, to any person whomsoever except with the specific prior written consent of RapLab, or except as expressly otherwise permitted by the terms of this Agreement. The Client further agrees that it will not use any of the Confidential Information for any reason or purpose other than as set forth herein and that the Confidential Information will not

be used by the Client, or its representatives, in any way detrimental to RapLab or its affiliates (it being acknowledged that any use other than as set forth herein shall be deemed detrimental to RapLab).

c. **Return of Confidential Information**. The Client agrees upon the written request of RapLab to promptly deliver to RapLab all Confidential Information, together with all copies and summaries thereof in the possession or under the control of the Client and materials generated by the Client that includes or refers to any part of the Confidential Information without retaining a copy of any such material.

d. **No Right or License to Confidential Information.** The Client hereby agrees and acknowledges that no license either expresses or implied, is hereby granted to the Client by RapLab to use any of the Confidential Information.

e. **Remedies.** The Client hereby agrees to indemnify and hold RapLab and its affiliates, and their respective members, shareholders, partners, officers, directors and employees harmless from any damages, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by the Client, or its representatives, of the Confidential Information or other violation of this Agreement. In addition, because an award of money damages (whether pursuant to the foregoing or otherwise) would be inadequate for any breach of this Agreement by the Client, or its representatives, and any such breach would cause RapLab and/or its affiliates irreparable harm, the Client also agrees that in the event of any breach or threatened breach of this Agreement, RapLab and its affiliates shall also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or equity to RapLab and its affiliates.

14. **Miscellaneous.**

a. **Applicability.** This Agreement applies to all Articles delivered on the Effective Date and at any time hereafter by the Client to RapLab and with respect to Services provided and any Grading Reports that may be issued by RapLab for the duration of this Agreement, or any extension thereof.

b. **Restriction on Advertising, Promotion, etc**., Unless otherwise provided for in this Agreement, Client may not undertake or engage in any advertising, publicity or promotion which implies, in any way, that Client, its products, or its services are sold, sponsored or approved by RapLab, or which expresses or implies that a RapLab Grading Report is anything other than a description of certain characteristics of a specific Article.

c. **Entire Agreement.** This Agreement contains the entire and final agreement among the parties hereto with respect to the issues addressed herein, except to the extent expressly provided herein, and supersedes all previous written or oral negotiations, commitments and writings with respect to the subject matter hereof. This Agreement is intended to be, and is, final and binding on all parties, as well as on their successors-in-interest, heirs, assigns, beneficiaries, administrators, and executors, and all others encompassed by this Agreement.

d. **Modifications/Amendments/Waiver.** No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all the Parties hereto, or, in the case of a waiver, in writing signed by the party against whom the waiver is sought to be enforced. No waiver of a breach of this Agreement shall constitute consent to, waiver of, or excuse of any other, different, preceding or subsequent breach or default.

e. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

f. **Costs.** The Client agrees that if RapLab retains attorneys to recover any amounts due under this Agreement, or if it is held by any court of competent jurisdiction to be in violation, breach or non-performance of any of the terms of this Agreement, than it shall pay all costs of such action or suit, including reasonable attorneys' fees.

g. Jurisdiction; Governing Law; Disputes and Statute of Limitations

i. This Agreement shall be governed by and construed in accordance with or the laws of the State of Nevada, US without reference to its applicable conflict of laws principles, and the appropriate courts of law in Las Vegas, Nevada shall be the courts of competent jurisdiction for any action, suit, claim or proceeding arising out of or relating to this Agreement.

ii. 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 eighteen (18) months after the date of such action, claim, or suit accrued. The foregoing shall not apply if applicable law precludes the shortening of the applicable statute of limitations period as described above. If applicable law allows the shortening of the statute of limitations period, but not to the 18-month period specified above, then the period specified shall be deemed amended to the shortest period authorized by the applicable law. In addition, to the extent permitted by applicable law, if a party does not bring or commence the necessary suit, action or legal proceeding within eighteen (18) months from the date of actual accrual of such action or claim, then such party will be deemed to have forfeited its right in respect thereof.

h. **Subcontracting, Successors and Assigns.** Rapaport may subcontract the performance of the Services and may ship Articles to such subcontractors for the performance of such Services and Client hereby consents and authorizes such shipment and the performance of Services by Rapaport's subcontractors listed in Exhibit A. Notwithstanding the above, neither party shall have the right to assign its respective rights under this Agreement, whether expressly or by operation of law, except that nothing in this Section shall prevent RapLab from assigning, delegating or transferring, in whole or in part, any of its rights and/or benefits and/or obligations hereunder to any subsidiary, affiliate, or filial company/ies or entity/ies within its group of companies without the written consent of the other party. This Agreement and the obligations hereunder shall be binding on the representatives, permitted assigns, and successors of each party and shall inure to the benefit of their respective assigns and successors.

i. **Careful Review.** By signing this Agreement, Client hereby acknowledges and warrants that this Agreement was carefully reviewed in its entirety and that this Agreement was signed and executed voluntarily and without reliance upon any statement or representation of or by any other party, or any representative or agent of same. Further, in signing this Agreement, Client has fully considered the allocation of risk and remedies set forth in this Agreement and hereby confirms that such allocation and remedies are reasonable, and agrees that the limitations set forth in this Agreement are an essential basis of the bargain between RapLab and the Client.

j. **Authority to Execute.** Client warrants and represents that he, she or it had the power, capacity and authority to enter into and execute this Agreement and, further, that the execution of this Agreement is free and voluntary.

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

l. **Relationship of the Parties**. No joint-venture, agency, partnership or representative relationship is formed or created between the parties by virtue of this Agreement and neither party can represent itself as such. Neither party has any authority to assume or create any obligation for or on behalf of the other party, express or implied, except as provided for in this Agreement.

m. **E-Mail/PDF Signatures**. An E-mail transmission of a PDF of the executed signature page of this Agreement, or any form or document attached hereto, referenced herein or otherwise submitted to RapLab by Client shall constitute the due and proper execution hereof and thereof by Client.

IN WITNESS WHEREOF, the Client has executed this Agreement as of the Effective Date of this Agreement set forth above.

Firm/Client Name: _____ Telephone: _____
Address: _____ City: _____ Zip Code: _____
Authorized Signature: _____ Date:_____
Signature Name (Print):_____ Title:_____

EXHIBIT "A"

RapLab Services provided in Israel are operated through:

Rapaport Gemological Laboratories (Israel) Ltd
21 Tuval St
Ramat Gan, 52521,
Israel

RapLab Services provided in India are operated through:

Rapaport Laboratories India LLP
501-504 C Wing Diamond World Building Mini Bazar
Mangadh Chowk, Varachha Road
Surat 395 006
India

EXHIBIT "B"

KIMBERLEY PROCESS AND SYSTEM OF WARRANTIES CERTIFICATION

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

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

The System of Warranties is a voluntary system, which requires participating buyers and sellers of rough, polished and mounted diamonds

i. to make the following affirmative statement on all invoices for diamonds
ii. to maintain certain records regarding such statement; and
iii. to audit the flow of warranties made to and by sellers

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

Check One

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

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

_____
_____
_____

Signature: _____ Print Name: _____
Title: _____ Date: _____
Company Name_____ Fax: _____
Phone: _____ E-mail:_____