

CLIENT SERVICES AGREEMENT

This **Client Services Agreement** (“Agreement”) is made and entered into this ____day of _____, 20____ (the “Effective Date”), by and between **Rapaport Gemological Laboratories (Israel) Ltd** and/ or **Rapaport Laboratory LLC (“RapLab”)** having its place of business at Diamond Tower, Betzalel Street 54, Suite 1362, Ramat Gan 52521, Israel and _____

– _____, having its place of business at _____ (the “Client”).

WHEREAS:

A. RapLab performs diamond grading analysis and ancillary services, including but not limited to, laser inscription on Articles for the jewelry industry at its diamond grading laboratory situate in Ramat Gan, Israel and issues diamond Grading Reports in connection therewith.

B. Client desires to have RapLab grade and/or examine and /or perform inscription services on Articles to be delivered by the Client to RapLab’s laboratory in Ramat Gan, Israel and for RapLab to issue Grading Reports in respect of said Articles so delivered to its laboratory by the Client.

C. For the purpose of this Agreement, the term “**Article**” means any diamond, gem material or other article of any kind delivered either on this date, and at any time hereafter, by Client to RapLab’s diamond grading laboratory situate in Ramat Gan, Israel; 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 verification of, update to, or any supplement to, such document; the term “**Inscription Services**” means any laser inscription services performed by RapLab on an Article, and “**Inscription**” shall have a corresponding meaning; the term “**Receipt**” means any receipt issued by RapLab to Client for any Article; and the term “**Services**” means the services performed by RapLab in terms of this Agreement, including without limitation, grading, testing, analyzing, examining and laser inscribing Articles and 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 and to grade and/or examine and to issue Grading Reports on Articles to be delivered by the Client to RapLab. The Client agrees that in accepting delivery of any Article and by performing Services in grading and/or examining any Article according to this Agreement, laser inscribing any Article, and in issuing any Grading Report, all for a relatively small fee compared to the present and potential value of such Article(s), RapLab 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, even if not requested by the Client to do so, shall 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. Client agrees by signing this Agreement that (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; (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.
- c. 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.
- d. 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 in

Ramat Gan, Israel and that RapLab shall not be responsible or liable for losses of or damages to any Article if shipped in accordance with this paragraph, 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.

- e. Client agrees that, regardless of the declared value or amount of insurance referred to in the preceding paragraph, if there is a loss, misdelivery or damage of any Article shipped by RapLab to Client in accordance with the terms of the preceding paragraph, 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 paragraph 2 of this Agreement.
 - f. Client understands that RapLab also provides Inscription Services. If Client desires to have RapLab provide such Inscription Services at time of account activation or at any time in the future, the provisions of paragraph 8 below shall be applicable to the rendering by RapLab of such Inscription Services.
 - g. 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).
 - h. Client agrees that if Client requests a Grading Report for an Article and RapLab does not issue such Grading Report for such an Article, then RapLab may, unless contrary written instructions have been provided by Client, issue the appropriate Grading Report for that Article and Client will pay the fees associated with the correct Grading Report.
 - i. 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 A.
 - j. 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, according to this Agreement, to the Client for such Articles under the terms of this Agreement, and that all payments are due for such Services, unless otherwise determined by RapLab, as specified by RapLab: either (i) prior to the Articles being delivered to RapLab; (ii) at the time the Articles are delivered to RapLab; or (iii) at the time the Articles are returned and the Grading Reports are provided to Client. 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 at 1.5% per month (18% per annum) on the reducing balance, or at the legal rate of interest, whichever is the lesser, from the due date until paid in full.

- a. A current listing price of the fees to be charged by RapLab for its Services will be provided to the Client. All prices are listed in U.S. Dollars 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 RapLab, in addition to any other amounts due, all attorney's fees, costs and other expenses so incurred.
- d. Nothing in this paragraph 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. **Insurance**

Client agrees that 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.

4. **Liability**

RapLab, and its directors, managers, shareholders, employees and agents shall not be liable for, and 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, 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 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; or (iii) any Inscription Client requests to be included on an Article.

5. **Limitations of Liability**

Client further agrees that in any event RapLab, and its directors, managers, shareholders, employees 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 paragraph 3 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 3 above of this Agreement.

6. **Release and Discharge**

Client hereby releases and discharges RapLab, and its directors, managers, shareholders, employees 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 and agents, for any error in or omission from, 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.

7. **Indemnity**

Client agrees to indemnify and hold harmless RapLab, and its directors, managers, shareholders, employees 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.

8. **Inscription Services**

In the case where the Client requires RapLab to perform Inscription Services and to laser inscribe 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 issued by RapLab from time to time 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 Rap Lab's prior written consent.
- d. The Client hereby authorizes RapLab to deliver the Article to any person presenting the Receipt, unless written notice to the contrary shall have been received by RapLab prior to delivery.

7. **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 paragraph 7 c 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 at least thirty (30) days` written notice of its intention to terminate this Agreement 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 paragraphs 4, 5, 6 and 7 of this Agreement shall survive the termination of this Agreement.

8. **Confidentiality.** Client agrees that “Confidential Information”, as more fully defined in Section 8.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, Rap Labs` 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 RapLab's 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.

6. **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 Grading Reports that may be issued by RapLab for the duration of this Agreement, or any extension thereof, and Inscription Services performed on such Articles during the duration hereof.
- b. **Restriction on Advertising, Promotion, etc.,** 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 nonperformance 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 Arbitration and Statute of Limitations**
 - i. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel only without reference to its conflict of laws principles, and the appropriate courts of law in Ramat Gan, Israel shall be the courts of competent jurisdiction. Client submits to the non-exclusive jurisdiction of the above- mentioned

courts and such venue shall be the sole and exclusive venue for any action, suit, claim or proceeding arising out of or relating to this Agreement. The Client further agrees and consents that in any such action, suit, claim or proceeding, service of process may be effected by hand delivery, first class or international mail, facsimile, or by the use of an overnight provider such as Federal Express, United Parcel Service or the like.

- 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. **Successors and Assigns.** Neither party shall have the right to assign its respective rights under this Agreement, whether expressly or by operation of law, 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. **Facsimile/PDF Signatures.** A facsimile or PDF transmission 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"

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: _____