



GIA

Gemological Institute of America®
GIA Research (Thailand)

Client Agreement

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This Agreement has been entered into by the undersigned Client ("Client") and Gemological Research (Thailand) Co., Ltd. ("GIA"), a nonprofit organization, THIS AGREEMENT APPLIES TO ALL ARTICLES DELIVERED ON THIS DATE AND AT ANY TIME HEREAFTER BY CLIENT TO GIA, AND TO ALL SERVICES FOR, INSCRIPTIONS ON, RECEIPTS FOR, AND REPORTS ON SUCH ARTICLES THAT MAY BE PERFORMED OR ISSUED BY GIA AFTER THE DATE OF THIS AGREEMENT UNTIL SUCH TIME AS THIS AGREEMENT IS MODIFIED OR REPLACED WITH A NEW AGREEMENT AS MUTUALLY AGREED BY THE PARTIES. ANY AND ALL PRIOR CLIENT AGREEMENTS ARE HEREBY TERMINATED, PROVIDED THAT SUCH PRIOR AGREEMENT(S) WILL CONTINUE TO APPLY TO ARTICLES SUBMITTED TO GIA PRIOR TO THE DATE OF THIS AGREEMENT AND TO THE SERVICES PERFORMED BY GIA RELATED TO SUCH ARTICLES. For purposes of this Agreement, the term "Article" means any diamond, gem material or other article of any kind delivered by Client to GIA, the term "Inscription" means any laser inscription by GIA on an Article, the term "Receipt" means any receipt issued to Client by GIA for an Article, the term "Report" means each of the Grading Report, the Identification Report, the Radiation Testing Report or any other report issued by GIA that describes an Article and each verification, update, or supplement to any such Report, and the term "Services" means services performed by GIA, including, without limitation, grading, testing, examining, analyzing the radioactivity level of, laser inscribing, and/or issuing Reports.

Client acknowledges that by GIA's accepting delivery of an Article at GIA's facilities and by GIA performing Services on that Article, all for a relatively small fee compared with the present and potential value of that Article, GIA is and will be acting in reliance on and in consideration of the terms and conditions set forth in this Agreement:

- (1) **Insurance.** GIA SHALL MAINTAIN A STANDARD FORM JEWELERS BLOCK INSURANCE POLICY AND A STANDARD FORM FIDELITY INSURANCE POLICY TO INSURE AN ARTICLE AGAINST LOSS OR DAMAGE WHILE IN GIA'S POSSESSION. CLIENT AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) THE LIABILITY OF GIA AND ITS EMPLOYEES AND AGENTS FOR ANY LOSS OF, MISDELIVERY OF, OR DAMAGE TO THAT ARTICLE, EVEN IF CAUSED BY OR RESULTING FROM THE NEGLIGENCE OR OTHER FAULT OF GIA OR ANY OF ITS EMPLOYEES OR AGENTS, SHALL BE LIMITED TO THE AMOUNT PAID TO GIA BY ITS INSURANCE CARRIER AND SUBSEQUENTLY PAID BY GIA TO CLIENT, IF ANY, IN RESPECT THEREOF UNDER SUCH POLICIES AND (ii) IN ANY EVENT, GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE PERSONALLY LIABLE FOR ANY SUCH LOSS OF, MISDELIVERY OF, OR DAMAGE TO THAT ARTICLE, EVEN IF THIS LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.
- (2) **Liability for Radioactive Articles; Infringement and Errors in Reports.** GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR (i) ANY LIABILITY, CLAIM, SUIT, ACTION, OR DEMAND FOR PERSONAL INJURY RESULTING FROM EXPOSURE TO A RADIOACTIVE ARTICLE SUBMITTED TO GIA, EVEN IF THE LOSS, DAMAGE, LIABILITY, OR EXPENSE RELATED THERETO WAS CAUSED BY OR RESULTED FROM THE NEGLIGENCE OR OTHER FAULT OF GIA OR ANY OF ITS EMPLOYEES OR AGENTS; (ii) ANY THIRD PARTY CLAIM, SUIT, ACTION, OR DEMAND ALLEGING THAT AN ARTICLE INFRINGES A THIRD PARTY'S PATENT(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S); OR (iii) ANY ERROR IN OR OMISSION FROM A REPORT, THE ISSUANCE OR USE OF A REPORT, AND/OR AN INSCRIPTION, INCLUDING, WITHOUT LIMITATION ANY ERROR IN OR OMISSION FROM A REPORT CAUSED BY GIA, ITS EMPLOYEES OR AGENTS, OR OTHERS. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST AND EXPENSE INCURRED BY GIA (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF, RELATED TO OR RESULTING FROM (i) AND (ii) ABOVE. CLIENT HEREBY RELEASES AND DISCHARGES GIA AND ITS EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, ACTIONS, AND DEMANDS, INCLUDING, WITHOUT LIMITATION, LIABILITY, CLAIMS, SUIT, ACTIONS, AND DEMANDS FOR THE NEGLIGENCE OR OTHER FAULT OF GIA OR ANY OR ITS EMPLOYEES OR AGENTS FOR (iii) ABOVE. THE DISCLAIMERS, LIMITS ON LIABILITY AND RELEASES SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- (3) **Limitations of Liability.** CLIENT AGREES THAT GIA AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, WITH RESPECT TO OR ARISING UNDER OR RELATED TO THIS AGREEMENT, THE SERVICES OR A REPORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR GIA'S OBLIGATION TO PAY CLIENT THE INSURANCE PROCEEDS REFERENCED IN SECTION (1) ABOVE, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF GIA EXCEED THE PRICE OF THE SERVICES PROVIDED BY GIA TO CLIENT FOR WHICH LIABILITY ARISES. THE LIMITATIONS ON LIABILITY IN THIS AGREEMENT (i) SHALL APPLY TO ANY AND ALL CLAIMS AND CAUSES OF ACTION, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE; AND (ii) SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT. CLIENT AGREES THAT GIA IS NOT OBLIGATED TO DEFEND, INDEMNIFY, OR HOLD CLIENT HARMLESS IN CONNECTION WITH ANY THIRD PARTY CLAIMS, SUITS, OR ACTIONS BROUGHT AGAINST CLIENT. THE PARTIES HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND THE REMEDIES SET FORTH IN THIS AGREEMENT AND FIND SUCH ALLOCATION AND REMEDIES TO BE REASONABLE, AND AGREE THAT THE FOREGOING LIMITATION AND THE OTHER LIMITATIONS IN THIS AGREEMENT ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- (4) **Client Payment Responsibilities.** CLIENT AGREES THAT IT IS SOLELY AND FULLY RESPONSIBLE FOR (i) ALL ARTICLES SUBMITTED TO GIA BY CLIENT, (ii) FOR ALL AMOUNTS AND FEES CHARGED BY GIA RELATED TO THE SERVICES PERFORMED BY GIA FOR SUCH ARTICLES, (iii) PAYING TO GIA, WHEN DUE, THE BALANCE OF CLIENT'S ACCOUNT FOR SUCH AMOUNTS AND FEES AND (iv) PAYMENT OF LATE FEES OF 1.5% PER MONTH (OR THE MAXIMUM AMOUNT PERMITTED BY LAW, WHICHEVER IS LESS) ON ALL AMOUNTS NOT PAID WHEN DUE FROM THE DUE DATE UNTIL PAID IN FULL.
- (5) **Irradiated Articles.** Client acknowledges that the United States Nuclear Regulatory Commission ("NRC") regulates, licenses, and sets standards for the handling of irradiated Articles and that GIA complies with the NRC's regulations. If GIA determines that an Article as a level of radioactivity in excess of such standards, GIA will notify Client of that fact and GIA will follow GIA's then-current procedures for handling irradiated Articles, including compliance with the requirements of the NRC. Client acknowledges and agrees that GIA may not be permitted to return to Client an Article while the Article has a level of radioactivity in excess of such standards, that GIA may be obligated to transfer the Article to an entity authorized to receive irradiated Articles, and that GIA will have no further responsibility or liability whatsoever with respect to such Article. In addition, GIA's compliance with any other laws, regulations, or court orders regarding Articles will not be a breach of this Agreement (or any other agreement) by GIA.

- (6) **Treated and Processed Articles.** Client agrees that (i) GIA may test an Article to determine if the Articles is natural, synthetic or whether it has been treated or processed, even if Client did not request such testing as a part of the Services, and (ii) GIA may, in its discretion, include an Inscription on any Article that GIA reasonably believes to be synthetic, treated, or processed specifying the results of such GIA testing, even if Client did not request such Inscription as a part of the Services and Client hereby agrees to pay for any such Inscription even though not requested by Client when the Article was initially delivered to GIA. Client acknowledges that, (a) the testing techniques and the technology used by GIA for testing Articles for synthetics, treatments, processing, and the like are subject to change, evolving and include certain subjective elements, and (b) the ways in which an Article might be treated or processed are changing and dynamic and are becoming more sophisticated. As a result, it might not be possible in all cases to determine whether an Article has been processed or treated using GIA's then-current techniques and technology and GIA makes no representations or warranties to Client in this regard. GIA shall not have any liability to Client or any third party for GIA's failure to detect whether an Articles has been processed or treated or for GIA's inaccurate determination that an Article was treated or processed. If Client submits an Article to GIA and does not disclose to GIA in writing at the time of submission that such Article is synthetic or that it has been treated or processed, then GIA may, in its discretion, charge Client GIA's then-current fees in accordance with GIA's then-current fee structure/schedule for testing the Article to determine if it is synthetic, treated, or processed. Client agrees to pay all such fees. GIA may change such fees or the method for determining such fees from time to time in its discretion. Upon Client's request, GIA will provide to Client the then-current fees and fee schedule for such testing. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS GIA AND ITS EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSS, DAMAGE, LIABILITY, COST, AND EXPENSE INCURRED BY GIA (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF, RELATED TO OR RESULTING FROM THIRD PARTY CLAIMS THAT AN ARTICLE SUBMITTED BY CLIENT IS SYNTHETIC, TREATED, OR PROCESSED WHEN CLIENT DID NOT DISCLOSE TO GIA IN WRITING AT THE TIME OF SUBMISSION THAT SUCH ARTICLE WAS SYNTHETIC, TREATED, OR PROCESSED.
- (7) **Law Enforcement Requests.** Client further acknowledges that in connection with the performance of certain Service GIA may map an Article and that from time to time domestic and/or international law enforcement agencies might provide GIA with notice that a particular Article was stolen or is of other interest to the law enforcement agency. If GIA receives an Article with a similar map as the Article that is the subject of law enforcement's notice, GIA will, notwithstanding anything to the contrary in this Agreement, hold such Article and inform the applicable law enforcement agency. GIA will comply with any and all requests from any law enforcement agency regarding the holding or other disposition of such Article, including providing the Article and the name and address of Client to the law enforcement agency. GIA will have no liability to Client in connection with GIA's compliance with any request from a law enforcement agency.
- (8) **No Warranties.** GIA will not be liable to Client for delays in completing the Services because of the nature of the Article or Services or otherwise. Any completion or delivery dates quoted by GIA personnel receiving Articles or otherwise are non-binding estimates only. Client further acknowledges that (i) Report is not a guarantee, valuation or appraisal, and may not be referred to as such, (ii) GIA does not give economic valuations of Articles, (iii) GIA does not give quality reports for any Articles except diamonds, (iv) GIA makes no representation or warranty whatsoever regarding the Services, a Report, the information included in or excluded from a Report, an Inscription, or an Article, (v) a Report contains only a description of the results of the Services performed by GIA on an Article using the techniques and equipment deployed by GIA at the time such Services were performed, provided however, that Reports may not include a summary or descriptions of any Inscriptions included on an Article, (vi) the results of the Services performed by GIA on an Article may differ from the results of similar services performed on the same Article by others depending upon when, how, and by whom such services were performed, the then-current state of the technology used for such services, and may differ in the future as a result of changes and improvements in techniques and equipment, (vii) an Inscription does not guarantee identification of an Article because, among other reasons, an Inscription may be removed by polishing, and (viii) the trademark, service mark, logo, words, characters, or other symbols of an Inscription, other than a GIA Report number, or a GIA trademark, service mark, or logo, are solely determined by and attributable to Client and are neither attributable to nor an indication of any determination by GIA. GIA SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. CLIENT FURTHER AGREES THAT NO INFORMATION INCLUDED ON GIA'S WEB SITE OR IN GIA'S INFORMATIONAL OR PROMOTIONAL MATERIALS OR COMMUNICATED VERBALLY BY GIA SHALL BE DEEMED A REPRESENTATION OR WARRANTY BY GIA.
- (9) **Duplicate Grading Reports.** If a third party requests a duplicate Grading Report for an Article that was last submitted to GIA by Client for grading, then GIA will contact Client, via phone, facsimile, or other means, to notify Client of the request. If Client does not object to the issuance of a duplicate Report within five (5) calendar days after GIA contacting Client, then GIA may, in its discretion, issue a duplicate Report. If Client objects to the issuance of a duplicate Report, Client must provide to GIA in writing, within such five (5) day period, a good and valid reason for denying the request. If such reasons are good and valid in GIA's sole opinion, GIA will not issue the duplicate Report. If the reasons given by Client are not good or valid in GIA's sole opinion, then GIA may, in its discretion, issue the duplicate Report. GIA generally inquires of persons requesting duplicate Reports the reason for the duplicate. If such reason is not legitimate in GIA's sold discretion (e.g., the original was lost, stolen, inadvertently destroyed, ect.), then GIA will not issue the duplicate Report.
- (10) **No Licenses.** The provision of the Services by GIA does not convey any license, expressly or by implication, estoppel or otherwise, under any GIA patent, copyright, trademark, or other intellectual property right. GIA expressly reserves all its rights under such intellectual property rights. Client agrees not to misuse, in the judgment of GIA, the trade name, trademark, or service mark of GIA Gem Trade Laboratory or Gemological Institute of America. Although GIA is not hereby authorizing or licensing any use of its trade name, trademark, or service mark, GIA shall not consider misuse to include "fair use" in advertising, e.g., stating that Client sells gems accompanied by GIA reports which describe the gems' characteristics, so long as such advertising is neither deceptive nor misleading. Misuse includes, without limitation, advertising, publicity, or promotion which implies, in any way, that Client, its products, or its services are sold or sponsored or approved by GIA, or which expresses or implies that a GIA Report is anything other than a description of certain characteristics of a specific Article. Furthermore, Client agrees to be bound by the terms and conditions of GIA's then-current "Advertising Usage Guidelines" as set forth on GIA's Web site at www.gia.edu.
- (11) **Client's Authorized Representatives.** The list of individuals set forth in [Exhibit A](#) (if applicable) are authorized to submit Articles to GIA on behalf of Client and/or request Services from GIA on behalf of Client. Client may update such list from time to time upon written notice to GIA signed by an officer or principal of Client. Client hereby authorizes GIA to deliver each Article submitted by Client to any person presenting the Receipt for that Article, unless written notice to the contrary has been received by GIA prior to such delivery. GIA may charge Client additional fees for delivery of Articles to persons or entities not presenting a Receipt and Client agrees to pay all such fees.
- (12) **Return of Articles.** Client agrees that GIA may return all Articles delivered to GIA using the same carrier and insured for the same value declared by Client in shipping said Articles to GIA, if such insurance is available through said carrier. Client agrees that GIA 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 GIA, and that GIA shall not be responsible or liable for loss of or damage to any Article if shipped in accordance with this paragraph or with Client's express written instructions.

- (13) **GIA's Mission and Licenses.** Client understands and agrees that GIA's mission is to ensure the public trust in gems and jewelry worldwide through, among other things, gemological services and research. Therefore, Client agrees that GIA may (i) include the results of the Services in its research database, (ii) use such results for research and other purposes related to GIA's mission, and (iii) photograph Articles and use such photographs for GIA's purposes related to GIA's mission. Client hereby waives any intellectual property claims, suits, or actions, if any, it may have against GIA in the results of the Services or such photographs.
- (14) **Statute of Limitations and Waiver of Jury Trial.** Notwithstanding any longer statute of limitations period, no cause of action, claim, or suit relating to this Agreement, an Article or any Service or the relationship of the parties under this Agreement, whether sounding in contract, tort, or otherwise, may be brought or commenced more than twelve (12) months after the date such action, claim, or suit accrued. Each party hereby waives its right to a jury trial in connection with any cause of action, claim, or suit arising out of or related to this Agreement. The foregoing shall constitute the written consent of each party to waive its right to a jury trial and either party may file a copy of this Agreement with the court as evidence of such written consent.
- (15) **Attorneys Fees.** Should GIA retain attorneys to recover any amounts due under this Agreement, whether or not suit is filed, or to represent GIA in connection with any legal proceeding involving a Report and GIA is not a party to such suit and Client is a party, then Client agrees to pay GIA, in addition to any other amounts due, GIA's attorneys' fees, costs, and other expenses thus incurred.
- (16) **Reports and Invoice Terms; and Client's Purchase Orders.** Client agrees that terms and conditions included in any Receipt issued by GIA to Client and in GIA's invoice/packing slip for Services are incorporated into this Agreement by this reference. The terms in this Agreement supercede any inconsistent terms in a Report. Any inconsistent or additional terms included in Client's purchase order or other document shall be of no force or effect unless expressly assented to in a writing signed by an authorized representative of GIA.
- (17) **Amendment; Waiver; Severability.** This Agreement may be amended only by a writing that is signed by the authorized representatives of both parties. No provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No waiver of a breach of this Agreement will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. Client hereby acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation by any person or entity.
- (18) **Term and Termination.** This Agreement is effective on the date signed below and shall terminate on the date Client signs a subsequent Client Agreement. Either party may terminate this Agreement upon 30 days prior written notice, provided that this Agreement shall apply to any Services being provided as of the date of such notice and any Services requested after the date of such notice if the parties have not entered into a new Client Agreement. Client's obligation to indemnify GIA as provided in this Agreement shall survive termination of this Agreement.
- (19) **Governing Law.** Client has read this Agreement and agrees that this Agreement, any dispute arising under or which is related to this Agreement (whether in contract, tort, or otherwise), and the validity, performance, and interpretation of this Agreement shall be governed by and construed in all respects under the laws of the United States of America and the State of California, USA without giving effect to its conflicts of law principles. The parties agree that the applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) in its entirety is specifically excluded from application to this Agreement. This Agreement is prepared and executed in the English language only and any translations of this Agreement into any other language shall have no effect. All proceedings related to this Agreement shall be conducted in the English language.
- (20) **Forum Selection; Arbitration.** Client hereby consents and submits to the personal jurisdiction and venue of the state and federal courts located in New York, New York and San Diego, California, United States of America for all disputes, suites, actions, and claims ("**Disputes**") related to or arising out of this Agreement. If Client is located in the United States, the jurisdiction of such courts shall be exclusive. If Client is located outside the United States, then (i) Client may seek resolution of Disputes brought by Client in such courts, or Client may seek arbitration of the Dispute as provided in this Section and (ii) GIA may seek to resolve any Dispute brought by GIA in such courts or another court with jurisdiction over Client, or GIA may seek arbitration of such Dispute as provided in this Section. Client agrees that it may not seek resolution of Disputes in any court other than that courts specified above. Any arbitration requested under this Agreement shall be heard and determined by a panel of three (3) persons. Each party shall have the right to designate one (1) member of the panel. The two selected members shall select the third member of the panel. All disputes submitted to arbitration under this Agreement shall be governed by the governing law specified above. Nothing in this Agreement shall require GIA to submit to arbitration any Dispute regarding (i) amounts owed to GIA under this Agreement or (ii) infringement or misappropriation of GIA's intellectual property rights. The then-applicable United Nations Commission on International Trade Law ("**UNCITRAL**") Arbitration Rules ("**Rules**") shall apply to any arbitration under this Agreement, except to the extent the provisions of this Section vary therefrom. The appointing authority shall be the American Arbitration Association ("**AAA**") and the case shall be administered by AAA in accordance with its "Procedures for Cases under the UNCITRAL Arbitration Rules." Decisions of the panel shall be made by majority vote. The panel may not award punitive damages or other damages precluded in this Agreement. The panel may issue injunctions, specific performance, or temporary restraining orders consistent with the governing law set forth above. Each party shall communicate with the arbitrators only in the presence of the other party or by writing delivered to the arbitrators and to the other party. Unless otherwise agreed by the parties in writing, the award shall be made promptly by the panel (in any event, no later than thirty (30) calendar days from the closing of the hearing). Unless otherwise agreed by the parties in writing, the decision and award by the panel shall be reasoned, explain the basis of the decision and be in writing. Any failure to render the award within the foregoing time period shall not affect the validity of such award. The decision or award rendered or made in connection with the arbitration shall be final and binding upon the parties thereto. The prevailing party may present the decision or award to any court of competent jurisdiction for confirmation, and such court shall enter forthwith an order confirming such decision or award. The arbitration award shall allocate the expenses of the arbitrator(s) and of the arbitration between the parties in a manner corresponding to the extent to which one (1) party prevails over the other. The prevailing party shall be entitled to recover its attorney's fees and related costs arising out of any Dispute under this Agreement, whether resolved by arbitration or in a court specified above. The prevailing party shall be the party with a net monetary recovery, a defendant in whose favor a dismissal is entered, a defendant where neither plaintiff nor defendant obtains any relief, and a defendant as against a plaintiff who does not recover any relief against the defendant. The arbitration shall be conducted in London, England.

The parties shall be entitled to discovery as provided in the Rules or as otherwise provided by the appointing authority. All arbitration proceedings shall be in English and the decision and a transcribed record of the arbitration shall be prepared in English. All arbitration proceedings undertaken pursuant to this Section and any awards or decisions resulting therefrom shall be deemed to be confidential between the parties thereto. To the extent either party maintains in good faith that any documents submitted or testimony introduced in connection with such arbitration contains confidential information or trade secrets, the parties shall negotiate in good faith in an effort to reach agreement regarding terms and conditions for keeping such materials and testimony confidential. If the parties are unable to agree upon such terms, the arbitrators shall have the right to impose appropriate restrictions to maintain the confidentiality of any confidential information or trade secrets in connection with the arbitration. Although a Dispute has been submitted to arbitration as provided in this Section, the arbitration of such Dispute shall not prohibit either party from seeking injunctive or other equitable relief from one or more of the courts with jurisdiction as provided in this Section.

(21) **Entire Agreement.** This Agreement supersedes all previous and contemporaneous agreements, representations, discussion, and understandings between Client and GIA regarding the matters described herein.

The undersigned is the Client or is a duly authorized officer or principal with the right to bind the Client by this Agreement.

.....

Client's Signature Name (Print): _____ Address: _____

Client's Company Name: _____ Phone: _____

By Authorized Signature: _____ Fax: _____

Title: _____ Date: _____

.....GIA Office Use Only.....

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

After signing page 3, Client to return GIA copy to the Laboratory.

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