



SERVICE AGREEMENT

This service agreement (“**Agreement**”) is concluded between the parties whose signature appear on this document, dated _____ (the “**Effective Date**”), and is subject to the general terms and conditions of sale (the “**Terms and Conditions**”), which are included by reference and form an integral part of this agreement. All capitalized terms not otherwise defined in the Agreement have the meaning given to them in the Terms and Conditions.

CUSTOMER INFORMATION

Professional Individual

Last name:

Business:

Address:

City:

Telephone:

Billing email (if any):

First name:

Business number:

Postal Code:

Country:

Email:

Preferred language of communication

French

English

By signing this Service Agreement, you agree that the Laboratory and entities of the same group may use your email address to contact you for promotional purposes. You may withdraw your consent at any time by writing to info@llgrading.com.

SERVICES

The Laboratory agrees to provide the following Services to the Customer, under the conditions provided in this Agreement and the Terms and Conditions:

Diamond Report

Melee Certificate

Gemprint Registration

Diamond Certificate

Coloured Stones Certificate

Other Service

Fees are payable at the time the Customer hands the Items over to the Laboratory.

ITEMS

The items that are the subject of this Agreement are those described below (the “**Items**”). In addition to the other representations and warranties provided in the Terms and Conditions, the Customer declares that the Customer is the rightful owner of the Items. The customer also declares that the Items have sufficient insurance coverage and agrees to send a copy of the applicable insurance policy to the Laboratory when the Items are handed over, if necessary.

LIST OF ITEMS

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SUBMISSION OF THE ITEMS

The Items will be submitted to the Laboratory in the following manner:

Shipped by the Customer **In-person delivery**

The Items will be returned to the Customer in the following manner:

Shipped by the Laboratory **In-person collection**

All at the addresses indicated in the Parties' signature block.

LE LABORATOIRE LLG

CUSTOMER

Signature

Signature

MONTREAL, on

MONTREAL, on

1. The Laboratory acknowledges receipt from the Client of the gemstones listed in the Annex hereto (hereinafter the "**Gemstones**") and undertakes to provide the Client with a technical identification thereof, the whole on the terms and conditions indicated hereinafter;
2. The technical identification means the analysis and validation of the gemstones in order to determine their nature (for instance, whether they are natural or synthetic). The technical identification will be confirmed in a certificate issued by the Laboratory;
3. The Client declares to be the owner of the gemstones;
4. The technical identification of the gemstones shall be provided as rapidly as possible and in accordance with the rules of the art. All reasonable precautions will be taken to ensure the preservation and the integrity of the gemstones;
5. In consideration of the technical identification of the gemstones, the Client undertakes to pay to the Laboratory the compensation specified in the Annex hereto;
6. The Laboratory shall not be liable for the breaking of the gemstone or for damages to them which may have been caused during the technical identification save and except in the case of intentional fault or gross negligence, in which case the liability of the Laboratory shall not exceed the sum of \$5,000.00 per gemstone;
7. The Laboratory undertakes to respect the confidentiality of the personal data supplied by the Client as well as all data relating to, or resulting from, the technical identification of the gemstones. Such data shall not be disclosed to third parties except in accordance with the law or pursuant to an order from the competent judicial authorities;
8. Under reserve of the above commitment of the Laboratory to respect confidentiality of the data, and more particularly the anonymity of its clients, the Client authorizes the Laboratory to utilise general data resulting from its technical identification of gemstones for purposes of scientific or professional publications;
9. All disagreements between the parties resulting from the present Agreement and including its interpretation or its execution or relating to the technical identification are to be resolved by arbitration in accordance with the provisions of the Quebec Code of Civil Procedure and this to the exclusion of all judicial recourses;
10. The law of Quebec shall apply to the interpretation and the execution of the present agreement;



GENERAL TERMS AND CONDITIONS OF SALE

1. Services.

The Laboratory agrees to provide all the services ordered by the Customer according to the Service Agreement, namely Technical Identification services, where applicable, and other services that may be provided in connection with the Items as described in the Service Agreement (the “**Services**”), all in accordance with the conditions set forth in these Terms and Conditions. The term “**Technical Identification**” refers to the analysis, classification and validation of the Items for the purpose of determining their nature and/or any other characteristic. A Technical Identification is recorded in a certificate issued by the Laboratory and given to the Customer following fulfilment of the Services (the “**Certificate**”), all subject to the Laboratory receiving the Fees for the Services. It is understood that the Laboratory is solely responsible for determining the method, details and means of performing the Services, and the Customer accepts that the services may be performed, in whole or in part, by subcontractors. The Laboratory agrees to provide the Services with competence, prudence and diligence and in accordance with the customs and best applicable practices in the field.

2. Cancellations.

At any time before the Laboratory has begun providing the Services, the Customer may inform the Laboratory in writing that the Customer wishes to cancel the order for Services and fully or partially terminate the Agreement. In the event that the Laboratory has already begun providing Services at the time it receives the notice of cancellation from the Customer, the Customer shall be responsible for the Fees for all Services provided prior to cancellation.

3. Fees.

The Customer agrees to pay the Laboratory all Fees related to the Services the Customer orders, as described in the Agreement. Fees are payable upon delivery of the Items to the Laboratory by the Customer or by any other method specified in the Agreement pursuant to a special agreement with the Customer. Any amount due and unpaid shall accrue interest at a rate of 1.5% per month, starting from the moment it is due. Fees may be paid to the Laboratory by credit card, in cash or by bank transfer. Unless otherwise indicated, the Fees do not include any sales tax, use tax, tax on goods and services, harmonized tax, value added tax, excise tax or any other similar tax that may be imposed, deducted or required by any competent authority and shall be paid by the Customer. The Laboratory reserves the right not to begin the Services until full receipt of the applicable Fees and taxes.

4. Representations and Warranties.

The Customer, if they are a legal person or other legal entity, declares that they are a duly constituted entity according to the applicable laws of the jurisdiction in which they carry out their activities, that they have the capacity to enter into this Agreement and that this Agreement constitutes a valid, legal and enforceable obligation of the Customer or, if the Customer is a natural person, the Customer declares that he or she has the capacity to enter into this Agreement and that this Agreement constitutes a valid, legal and enforceable obligation of the Customer. The Customer further declares that they are the rightful owner of the Items and guarantees that they are in compliance with all laws and regulations that apply to the Items with regard to ownership, transportation and handling of the Items. The Customer also declares that the Items have sufficient insurance coverage and agrees to send a copy of the applicable insurance policy to the Laboratory when the Items are handed over, if necessary.

5. Ethics and Legal Compliance.

The Customer understands that certain private or public governmental or international authorities regulate the handling, transportation, ownership or identification of products such as the Items and that the Laboratory may be subject to compliance with all laws, regulations, treaties, conventions, standards or guidelines that may be imposed by such authorities (“**Regulations**”). The Laboratory reserves the right to hold the Items, to disclose information about the Items, the Customer or the Certificates, to hand the Items over to the competent authorities or to take any other action that may be required by such a Regulation in connection with the Items. Under no circumstances may the Laboratory be held liable for losses, breakage or any other damage to the Items or any delay or non-performance of the Services that results from the Laboratory’s compliance with any Regulation.

6. Intellectual Property.

Under no circumstances shall this Agreement create a licence or a transfer of intellectual property from the Laboratory to the Customer. The Laboratory shall remain the owner of all intellectual property rights connected with its business and Services. The Customer agrees not to use the name or visual identity of the Laboratory in any manner whatsoever without having obtained prior written approval from the Laboratory.



7. Delivery, Drop-off and Pickup.

Depending on what the Parties agree upon and what is written in the Agreement, the Items shall be (a) dropped off by the Customer at the address indicated by the Laboratory or (b) delivered by the Customer to the address indicated by the Laboratory, according to instructions that may be given to the Customer from time to time by the Laboratory for any such delivery or drop-off. Once the Services have been completed or if the Agreement is cancelled or otherwise terminated, the Laboratory shall either (a) inform the Customer that the Items are ready to be picked up by the Customer or any other person designated by the Customer in this Agreement, at the address indicated by the Laboratory or (b) send the Items to the Customer at the address indicated by the Customer in the Agreement. The Items shall be sent by the method of shipment chosen by the Laboratory unless the Parties have agreed otherwise. Shipping costs shall be borne by the Customer. Regardless of the method of shipment, the Laboratory shall not be not liable for any losses, damage or delays that may arise after the Items have been accepted for shipment by the transporter (FCA, at the facility designated by the Laboratory, INCOTERMS 2010). Claims for damages or losses of shipments must be handled directly between the Customer and the transporter. When the Customer chooses to collect the Items themselves, the risk is transferred when the Items are handed over or set aside for their collection, depending on the circumstances. The Laboratory is not liable for losses or damage that result directly or indirectly from a shipping delay or incomplete shipment of the Items. With regard to picking up the Items, the Customer must come pick up their Items at the place indicated in the Agreement within sixty (60) days of the notification to the Customer. If the Customer does not retrieve the Items within sixty (60) days following the notification to the Customer, the Customer may be charged storage fees. The delivery or pickup dates indicated by the Laboratory, where applicable, are approximate and based on the conditions that exist at the time the Laboratory receives all the necessary information about the shipment or collection of the Items.

8. Certificate and Warranty Disclaimer.

The Laboratory shall issue a Certificate to the Customer about the Items that were authenticated, where applicable. The Customer acknowledges that (i) a Certificate only contains a description of the results of the Services provided by the Laboratory in connection with an Item, according to the techniques and equipment used by the Laboratory when such services were performed, (ii) the Laboratory does not make any representation and provides no guarantee concerning a Certificate or the information included in or excluded

from a Certificate, (iii) the Laboratory does not provide an economic evaluation of the Items, (iv) the results of the Services provided by the Laboratory on an Item may differ from the results of similar services provided on a same Item by other suppliers, depending on the time and manner in which such services were performed and the current state of the technology used for such services and may differ in the future due to changes and improvements in techniques and equipment.

9. Limited Warranty.

Unless otherwise provided herein, the Services are provided "as is," without any warranty, whether express or implied, of any kind or extent. Consequently, the Laboratory specifically declines all express, implicit and statutory warranties, to the maximum extent permitted by applicable law, including, without limitation, warranties of fitness for a particular purpose and absence of defect.

10. Confidentiality and Personal Data.

The Laboratory agrees to respect the confidentiality of the personal data provided by the Customer as well as any data relating to or resulting from the Technical Identification of the Items or any other Service provided to the Customer. Such data shall not be disclosed to third parties, except in compliance with the law, Regulations or orders issued by competent judicial authorities. Each party agrees that this Agreement and the Terms and Conditions shall be kept confidential.

11. Damages and Limitation of Liability.

The Customer agrees to indemnify the Laboratory and its directors, officers and employees against all claims, lawsuits, settlements, judgements, costs, penalties and expenses, including reasonable legal fees and costs, resulting from the Customer's failure to comply with their obligations under the Agreement and these Terms and Conditions. The liability of the Laboratory, where applicable, toward any person, resulting from or in any way connected with this Agreement or the performance of its rights and obligations hereunder, shall not exceed the sum of five thousand dollars (\$5000) per Item. Under no circumstances shall the Laboratory be liable for any loss of profit, loss of income, inability to achieve estimated savings or for any indirect damages, even if the Laboratory was notified of the possibility of such damages.



12. Term and Termination.

This contract shall enter into effect on the Effective Date and shall remain in effect until the first of the following two dates: (1) termination of the Agreement in accordance with the conditions set forth herein or (2) the date on which the Laboratory delivers the Items to the Customer or the moment at which the Items are made available for pickup by the Customer following completion of the Services. The Customer may terminate the Agreement under the conditions described in Article 2. In the event of non-payment of the Fees when due or any other material breach of the Customer's obligations hereunder, the Laboratory may immediately terminate the Agreement, following the expiration of a period of fifteen (15) days after sending a written notice to this effect to the Customer, when the breach was not remedied within such period and/or, without limitation to the foregoing, the Laboratory may withhold the Items until the Fees have been fully paid. In the event of termination of this Agreement, for any reason whatsoever, the Customer shall be responsible for paying all Fees for any Services provided by the Laboratory up to the date of termination of the Agreement.

13. General.

Force Majeure. Neither of the Parties may be considered in default in the performance of their obligations if the non-performance is due to a case of force majeure ("**Force Majeure**"). For the purposes herein, Force Majeure refers to the occurrence of a fortuitous event that is impossible to resist and which has the effect of making either Party incapable of fulfilling their obligations hereunder, including, but not limited to: death, serious illness, accident, total or partial destruction of the setting, room or site, interruption of an essential service, strike or other uncontrollable reason of a like nature. Assignment. This agreement binds the two Parties and their respective authorized successors and assigns. The Customer is not authorized to assign, transfer or delegate the Customer's rights or obligations, in whole or in part, to anyone. The Laboratory may assign or otherwise transfer this Agreement, in whole or in part, without the consent of the Customer. Notice. All notices or other communications that are required or permitted hereunder shall be made in writing and sent by first-class mail, by fax or by other means of electronic communication or delivered by hand directly with proof of delivery or by priority mail to the parties at the addresses indicated in the Agreement. Any notice sent under the preceding paragraph on a day that is not a business day shall be deemed to have been received on the first business day following that day. Entire Agreement. The Agreement constitutes the entire agreement between the Parties and supersedes

all other verbal or written representations, proposals, contracts or agreements related to the subject of this document. This Agreement may only be amended in writing by the Parties. Relationship. It is understood and agreed that each of the Parties is an independent contractor and that neither of the Parties is, nor shall be considered to be, an agent, distributor, partner, fiduciary or representative of the other. Neither Party shall act or represent itself, directly or implicitly, in any capacity with respect to the other or in a manner assuming or creating obligations on behalf of the other. Survival. Unless otherwise indicated herein, termination of this Agreement shall not relieve either the Customer or the Laboratory from any liability or obligation prior to the date of termination. Without limiting the rights of the Parties, all the provisions herein which, by their nature and condition, may survive after the termination date of this agreement, regardless of the manner in which termination occurs, shall survive termination, together with all the provisions of this Agreement that are necessary for the establishment, interpretation or application of the provisions herein. Applicable Laws and Choice of Judicial Authority. The Agreement is governed by the laws of the Province of Quebec and the applicable laws of Canada. In addition, the Parties agree to irrevocably submit any dispute, demand, claim or litigation connected with this agreement and any matter relating thereto, including the interpretation of any clause, exclusively to the court of competent jurisdiction presiding in the district of Montreal, Province of Quebec, even if another authority or court could normally have heard the case.

BY SIGNING THE AGREEMENT, THE CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT THE TERMS AND CONDITIONS HEREIN APPLY TO THE PERFORMANCE OF THE SERVICES.