

AMENDMENT TO CLIENT SERVICE AGREEMENT

This Amendment to that certain Client Service Agreement with an Effective Date of September 04, 2015 by and between American Gem Society Laboratories (“AGS Labs”) and the undersigned Client (the “Agreement”) is hereby entered into by Client and AGS Labs to induce AGS Labs to perform certain additional services, and for other good and valuable consideration. Client and AGS Labs agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. **Amendment to Section 1.e.** The final sentence of Section 1.e. of the Agreement is hereby deleted in its entirety and replaced by the following:

“CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS AGS Labs AND ITS EMPLOYEES AND AGENTS AGAINST AND FROM ANY AND ALL LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEY’S FEES, INCURRED BY AGS Labs ARISING OUT OF, RELATED TO OR RESULTING FROM (1) 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 AGS Labs IN WRITING THAT SUCH ARTICLE WAS SYNTHETIC, TREATED, OR PROCESSED OR (2) CLIENT’S BREACH OF THIS AGREEMENT, INCLUDING ANY OF CLIENT’S REPRESENTATIONS, WARRANTIES, COVENANTS, OR ACKNOWLEDGEMENTS CONTAINED HEREIN.”

3. **Amendment to Section 1.g.** Section 1.g. of the Agreement is hereby deleted in its entirety and replaced by the following:

“Client further agrees, represents, and warrants that, with respect to any mounted Articles submitted to AGS Labs for grading through AGS Labs’ mounted grading services, (i) all diamonds in the Articles shall be natural diamonds that have not been HPHT processed or subjected to other enhancement treatments; (ii) the estimated total carat weight is accurate to the nearest hundredth of a carat (1/100th or 0.01 carat) and will be supplied to AGS Labs to the nearest hundredth of a carat; (iii) the Article description supplied by Client is accurate and not misleading; (iv) the metal type and corresponding stamps or hallmarks are accurate; and (v) Client shall not transfer or display the Document in conjunction with a given Article unless Client first ensures that the AGS Labs report number displayed on the Document matches the AGS Labs report number on the tag affixed to the Article. With respect to AGS Labs’ mounted grading service, Client also acknowledges that the Document shall be subject to applicable terms and conditions referenced in the Document and that AGS Labs does not (1) test or verify the metal content of Articles submitted for mounted grading, (2) test or verify the estimated total carat weight provided by client, (3) test or grade the color or clarity of any diamonds in the Article with an estimated individual carat weight under 0.18 carat, (4) test or grade polish, symmetry, or other cut parameters for the Article, or (5) provide AGS Labs’ nomenclature on the Document. In the event Client provides an estimated total carat weight that omits either the tenth or hundredth of a carat, AGS Labs shall presume that any omitted digit(s) is zero and will reflect the same on the Document. (For example, total estimated carat weights of “1” or “1.3”

will appear on the Document as “1.00” and “1.30,” respectively, even if the actual total estimated carat weight is 1.37.)”

4. **Addition of New Section 1.h.** A new Section 1.h. is hereby added to the Agreement, as follows:

“Client agrees that it shall review, execute, and submit the “Kimberley Process and System of Warranties Certification” attached hereto as **Exhibit B** prior to AGS Lab providing any services to client under this Agreement. If Client has not previously submitted this Certification to AGS Labs, Client shall execute and submit a copy of **Exhibit B**.”

5. **Addition of New Section 1.i.** A new Section 1.i. is hereby added to the Agreement, as follows:

“Client understands that AGS Labs also offers cut grade development services, which services are not part of this Agreement unless Client executes and submits AGS Lab’s “Treatment of Intellectual Property Rights with regard to AGS Cut Grade Development” document, attached hereto as Exhibit C. If Client desires to have AGS Labs provide such cut grade development services, Client shall execute and submit a copy of **Exhibit C**.”

6. **Ratification.** Except as expressly amended herein, the original Agreement shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties executed this Amendment effective as of the date of the last party to sign below.

Client: _____

Date: _____

Authorized Signature: _____

Printed Name: _____

AGS Labs

Date: _____

Authorized Signature: _____

Printed Name: _____

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: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Client Name: _____ Fax: _____

E-mail: _____

Exhibit C

Treatment of Intellectual Property Rights with regard to AGS Cut Grade Development

The AGS Performance-based cut grade system provides a scientifically rigorous and repeatable methodology for cut grade development for many generic diamond shapes and for proprietary cuts. AGS Labs encourages development of cut grade systems for new diamond shapes and facet arrangements. In addition, a service provided to all Clients by AGS Labs during the course of normal grading is to provide cutting or repair recommendations to improve the cut grade.

AGS Labs undertakes no duty to determine whether a specific shape or cut may or may not violate the intellectual property rights of any third party. Accordingly, by providing its cutting or repair recommendations to the Client, AGS Labs does not represent or warrant that the cut or modifications recommended, or any article embodying the recommendations, does not violate any third party intellectual property rights. To the extent AGS Labs may be aware of third party intellectual property rights, it may share with the Client information regarding those rights as a courtesy to the Client and without making any representation regarding the validity or possible violation of those rights. Under no circumstances whatsoever shall AGS Labs be held liable to the Client or any third parties with regard to claims that the cutting or repair recommendations, or any articles embodying those recommendations, violate any party's intellectual property rights. AGS Labs makes no representation or warranty whatsoever, express or implied, regarding any cutting or repair recommendations provided to the Client. AGS Labs 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. With the exception of details required to transact business between AGS Labs and the Client, or unless specifically modified by a separate Confidentiality Agreement for cut grade development, as a matter of policy, AGS Labs does not accept confidential technical information from its Clients. Accordingly, AGS Labs expressly disclaims any duty of confidentiality to the Client.

AGS Labs understands that the Client may have certain proprietary rights to specific shapes and cuts. The fact that the Client may have advised AGS Labs of those rights does not preclude AGS Labs from providing cutting or repair recommendations for similar shapes and cuts to other Clients. AGS Labs shall have no liability to the Client should it provide such recommendations to other Clients.

The Client (i) has read this Agreement Exhibit in its entirety and is fully aware of and understands its contents, (ii) agrees that this Exhibit shall be governed by the laws of the state in which AGS Labs accepts delivery of the Article, and (iii) agrees that this Exhibit shall supersede all previous agreements and understandings between the Client and AGS Labs regarding the matters described above.

The undersigned is the Client or represents or warrants that he/she has been duly authorized to bind the Client by this Agreement Exhibit.

Signature: _____ Date: _____

Printed Name: _____

Title: _____ Phone: _____

Client Name: _____ Fax: _____

E-mail: _____