

Rapaport Buyer Agreement

This Rapaport Buyer Agreement (the “Agreement”) which includes the Rapaport Buyer Agreement Terms and Conditions (the “Terms and Conditions”) and any applicable country or jurisdictional specific terms referenced below, shall govern and control all contractual relationships between the parties under and in terms of which diamonds and/or jewelry are bought from, or through Rapaport either by way of auction, tender or immediate sale (“Buy-Now”) (hereinafter referred to collectively or individually as “Sale”).

In the event of a conflict between the Terms and Conditions and any applicable country or jurisdictional specific terms referenced below, the country or jurisdictional specific terms will apply and control.

This Agreement is entered into by the undersigned Buyer, and **Rapaport Diamond Corporation** (hereinafter "Rapaport") of 1212 Avenue of the Americas, Suite 801, New York 10036, USA, except if a Sale takes place outside New York in any of the following countries or jurisdictions hereinafter mentioned below on this Cover Page, in which event the provisions herein below expressly provided shall regulate and control the relationship between the parties together with the Terms and Conditions set forth overleaf, save to the extent such Terms and Conditions may be in conflict therewith.

In the event that the Sale takes place outside New York in any of the following countries or jurisdictions, then the foregoing country or jurisdictional specific terms shall apply, as provided below:

A. INDIA

If the Sale takes place in Mumbai, or any other location in India, the following terms shall apply and form an integral part of the Agreement:

1. **Parties.** This Agreement shall be between Buyer and **Rapaport India Private Limited** of Mumbai Capital, 101 The Capital, Plot No. C-70, Bandra Kurla Complex, Bandra (East) Mumbai 400 051, India for all intents and purposes in respect of the Sale and the provision of goods and services provided in terms hereof, and the term “Rapaport” shall mean and be limited to **Rapaport India Private Limited** for purposes of this Agreement with respect to the provision of said goods and services. For the avoidance of doubt, these India country specific terms will only apply to the Sale of diamonds and/or jewelry which takes place in Mumbai, or any other location in India, and if this Agreement is between Buyer and **Rapaport India Private Limited**.
2. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the substantive laws of India, without reference to its conflict of laws principles, and the appropriate courts of law in Mumbai alone shall be the courts of competent jurisdiction.

B. HONG KONG

If the Sale takes place in Hong Kong, the following terms shall apply and form an integral part of the Agreement:

1. **Parties.** This Agreement shall be between Buyer and **Rapaport Hong Kong Limited** of Unit 2206 Kinwick Centre, 32 Hollywood Road, Central, Hong Kong for all intents and purposes in respect of the Sale and the provision of goods and services provided in terms hereof, and the term “Rapaport” shall mean and be limited to **Rapaport Hong Kong Limited** for purposes of this Agreement with respect to the provision of said goods and services. For the avoidance of doubt, these Hong Kong country specific terms will only apply to the Sale of diamonds and/or jewelry

which takes place in Hong Kong, and if this Agreement is between Buyer and **Rapaport Hong Kong Limited**.

2. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the substantive laws of Hong Kong, without reference to its conflict of laws principles, the appropriate courts of law in Hong Kong alone shall be the courts of competent jurisdiction.

C. ISRAEL

If the Sale takes place in Israel, the following terms shall apply and form an integral part of the Agreement:

1. **Parties.** This Agreement shall be between Buyer and **Rapaport Diamond Trading Limited** of 21 Tuval Street, Ramat Gan, Israel for all intents and purposes in respect of the Sale and the provision of goods and services provided in terms hereof, and the term "Rapaport" shall mean and be limited to **Rapaport Diamond Trading Limited** for purposes of this Agreement with respect to the provision of said goods and services. For the avoidance of doubt, these Israel country specific terms will only apply to the Sale of diamonds and/or jewelry which takes place in Israel, and if this Agreement is between Buyer and **Rapaport Diamond Trading Limited**.
2. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the substantive laws of the State of Israel, without reference to its conflict of laws principles, and the appropriate courts of law in Ramat Gan, Israel alone shall be the courts of competent jurisdiction.

D. BELGIUM

If the Sale takes place in Belgium, the following terms shall apply and form an integral part of the Agreement:

1. **Parties.** This Agreement shall be between Buyer and **Rapaport Belgium b.v.b.a**, of Diamond Exchange Building, Hoveniersstraat 53, B-2018 Antwerp, Belgium for all intents and purposes in respect of the Sale and the provision of goods and services provided in terms hereof, and the term "Rapaport" shall mean and be limited to **Rapaport Belgium b.v.b.a** for purposes of this Agreement with respect to the provision of said goods and services. For the avoidance of doubt, these Belgium country specific terms will only apply to the Sale of diamonds and/or jewelry which takes place in Belgium, and if this Agreement is between Buyer and **Rapaport Belgium b.v.b.a**
2. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the substantive laws of Belgium, without reference to its conflict of laws principles, and the appropriate courts of law in Antwerp, Belgium alone shall be the courts of competent jurisdiction.
3. **UBO form.** All Buyers agree and undertake to complete a UBO form as required by law.

E. LAS VEGAS

If the Sale takes place in Las Vegas, Nevada, USA the following terms shall apply and form an integral part of the Agreement:

1. **Parties.** This Agreement shall be between Buyer and **US Diamond LLC** of 133 E. Warm Springs Road, Suite 100, Las Vegas, NV 89119, USA for all intents and purposes in respect of the Sale and the provision of goods and services provided in terms hereof, and the term "Rapaport" shall mean and be limited to **US Diamond LLC** for purposes of this Agreement with respect to the provision of said goods and services. For the avoidance of doubt, these Nevada jurisdictional

specific terms will only apply to the Sale of diamonds and/or jewelry which takes place in Las Vegas, Nevada, and if this Agreement is between Buyer and **US Diamond LLC**.

2. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the substantive laws of the State of Nevada, USA without reference to its conflict of laws principles, and the appropriate courts of law in Las Vegas, Nevada alone shall be the courts of competent jurisdiction.

F. DUBAI (UAE)

If the Sale takes place in Dubai, the following terms shall apply and form an integral part of the Agreement:

3. **Parties.** This Agreement shall be between Buyer and **IDCO Diamonds DMCC** of Dubai Diamond Exchange, Level 2, Office D06 Almas Tower, Jumeirah Lakes Towers, Dubai, UAE for all intents and purposes in respect of the Sale and the provision of goods and services provided in terms hereof, and the term "Rapaport" shall mean and be limited to **IDCO Diamonds DMCC** for purposes of this Agreement with respect to the provision of said goods and services. For the avoidance of doubt, these Dubai (UAE) country specific terms will only apply to the Sale of diamonds and/or jewelry which takes place in Dubai (UAE), and if this Agreement is between Buyer and **IDCO Diamonds DMCC**.
4. **Governing Law and Jurisdiction.** This Agreement shall be construed and governed in accordance with the substantive laws of the United Arab Emirates as applicable in the Emirate of Dubai, without reference to its conflict of laws principles, the appropriate courts of law in the Emirate of Dubai alone shall be the courts of competent jurisdiction.

The undersigned Buyer, or its duly authorized officer, principal or representative with the right to bind the Buyer hereby agrees by affixing his/her signature hereto as at the date set forth below (the "Effective Date") to all the terms of this Agreement, the country or jurisdictional specific terms (if applicable) and full compliance with Patriot Act and other Rapaport compliance requirements.

Company Name: _____

Authorized email address from which bids may be emailed by Buyer: _____

Phone Office: _____ Mobile: _____ Fax: _____

Signed by (print name): _____

(who warrants that he or she may sign on behalf of the company)

Title/Position: _____

Signature: _____

Date: _____

Rapaport Buyer Agreement

Terms and Conditions

For the purposes of these Terms and Conditions:

“**Sale**” shall include the sale of diamonds and /or jewelry either by way of auction, tender or immediate sale (“Buy-Now”), whether collectively or individually;

“**Buyer**” shall include a bidder who agrees to participate in a Rapaport Auction or Sale in accordance with these terms and conditions.

1. **Confidentiality.** The identity of all Buyers buying merchandise will not be disclosed to any third parties. Buyers who participate in a Rapaport Auction agree not to disclose their bids to third parties or coordinate their bids with any other bidders or third parties.
2. **Warranties.** All merchandise is sold AS-IS. No guarantees or warranties are made as to the quality, origin, physical characteristics or any other aspect of the merchandise. In respect of a Rapaport Auction, while many of the lots have been sieved and sorted and marked as such by the Seller(s), Buyers and bidders are specifically put on notice that the merchandise offered for sale may have been delivered directly to pawnshops by the public and that treated, enhanced, laser drilled or simulant stones might be mixed in with lots. Lots have been sorted and described by numerous suppliers. Although lots may be described similarly, qualities may vary in range based on difference of opinion. Any descriptions of merchandise made by the Seller(s) or Rapaport staff are merely general and not a guarantee of the nature, size or quality of the goods. It is the responsibility of the Buyer to adequately examine all lots before making any bids. Buyers should make a full and detailed inspection of all merchandise before bidding. Buyer agrees not to hold Rapaport or any of its staff liable or responsible for any description or information provided about any merchandise.
3. **Viewing.** Viewing is by appointment only. Unless otherwise approved viewing is limited to one (1) visit by two (2) representatives per Buyer. All parties viewing merchandise will be required to register and have valid identification. Rapaport reserves the right to monitor viewing with video surveillance cameras, limit viewing to select pre-qualified parties, and reasonably restrict viewing. No party shall have any merchandise on their person or in their possession when entering, exiting, or in the viewing rooms.
4. **Bidding.** Permission to bid is granted at the sole discretion of Rapaport and subject to approval by Rapaport. All bids are in total US dollars per lot. Winning bids are considered a final sale and the Buyer is required to pay according to auction terms without an option to deny purchase. Rapaport at its sole discretion reserves the right to limit viewing of the goods and refuse to accept bids from any party for any reason. In addition, Rapaport reserves the right to refuse to sell any particular lot if the highest bid received is deemed by Rapaport and/or the seller, at their sole discretion, to be insufficient
5. **Bid Deposit.** Rapaport reserves the right to require Buyers to pay a deposit equal to 10% of their total bid with a maximum of \$25,000 to cover a \$1,000,000.00 bid limit. This deposit will be refunded to unsuccessful bidders within three business days after the Auction Close. All bids must be in writing using the official Auction Bid Form, by email or submitted online via the Online Bid Form. If bids are submitted by email they must originate from an authorized email address and be sent to bids@rapaport.com. It is the responsibility of the Buyer to confirm that the email has been received. Rapaport is not responsible for any bids sent by email that have not been confirmed as received by Rapaport.
6. **Identification.** All Buyers may be requested to provide identification.
7. **Taxes.** For auctions conducted in New York, a copy of Buyer’s Sales Tax Registration and Reseller certificate may be requested.
8. **Successful bids.** Rapaport will inform the successful Buyers of their purchase no later than three business days after Auction Close.
9. **Total Bid Limit.** Buyers wishing to limit their total purchases may specify a maximum they wish to spend on the auction. Once this maximum has been reached, all additional bids from this Buyer will be voided. Application of funds will be in the order of priority specified by the Buyer.
10. **Notification and Invoicing.** Rapaport will notify successful Buyers via fax, telephone or email and issue an invoice no later than three business days after Auction Close. Cash or wired deposits will automatically

be allocated to invoices issued to successful Buyers. Buyers must provide names of contact persons and telephone and cell phone numbers where they can be reached on the days following the Auction Close.

11. **Payment.** Terms are Certified Bank Check or Bank Wire. The merchandise will be delivered at the specified Rapaport Office. The risk of loss or damage to the merchandise will pass to the Buyer upon delivery. Full payment (including bank charges) must be made within two business days of notification of successful bid, or the date stated on the invoice, whichever is the earlier. Buyers are responsible for paying all wire charges in full. No merchandise will be delivered to Buyers unless Rapaport bank confirms full payment has been received, and all wire charges paid. Buyer shall be invoiced for any shortfall of wire charges once such charge is known, which shall be payable by Buyer immediately upon invoice. If payment is not made, Rapaport reserves the right to cancel the bid and/or sale. All sales are final and no returns are accepted after delivery.
12. **Default.** In the event a successful Buyer defaults on purchase by not making payment on or before two business days after notification of successful bids, Buyer will forfeit all rights to any merchandise, lose any bid deposit and be required to pay a 10% Bid Default penalty fee. In the event of default, Rapaport at its sole discretion reserves the right to cancel the sale, and/or take legal action against the default Buyer and/or offer the parcel to the second highest bidder who is under no obligation to accept the merchandise.
13. **Dispute or Error.** In the event of any dispute, error or any other reason deemed sufficient by Rapaport, Rapaport at its sole discretion reserves the right to provide a full refund to Buyer, withdraw any lot from auction and/or refuse any bid or cancel any sale. If Rapaport withdraws any lot or cancels any sale, Buyer agrees to waive, and Buyer's signature hereto shall constitute a waiver of, any claims and undertaking not to institute any legal action against Rapaport and/or against each other. All decisions by Rapaport will be final and binding on bidders and Buyer.
14. **Insurance.** All merchandise in the possession of Rapaport will be insured at all times up to 7 days after Auction Close. Buyers must take delivery of merchandise purchased within 7 days of Auction Close after which Buyer will be charged reasonable insurance and storage fees. Once the merchandise has been delivered to the Buyer, the goods will cease to be insured by Rapaport and it shall be the responsibility of Buyer to arrange his own insurance in respect thereof.
15. **Shipping Fees.** Terms of sale are cash. The merchandise will be delivered to the Buyer at the specified Rapaport office. If Buyer requests shipment of merchandise after auction and Rapaport agrees to make shipment, Buyer shall pay in advance all shipping, insurance and reasonable handling fees for shipment to Buyer's specified delivery location. Rapaport is not liable for goods once they leave Rapaport office and insurance is responsibility of Buyers.
16. **Liability.** By participating in the auction, bidders and Buyers hereby agree; a) Any and all claims by bidders or Buyers against Rapaport or each other shall be limited to the return of any money paid by the bidder or Buyer for the lot in question; b) Rapaport and all third parties shall not be liable to any bidder or Buyer for any direct, secondary or incidental damages resulting from the withdrawal of any lot or refusal to accept any bid; and c) Rapaport will have no obligation of any nature whatsoever to Buyers/bidders other than to deliver the merchandise to successful Buyers after all conditions, including full payment, have been met.
17. **Delivery, Title and Ownership.** Title and ownership of the merchandise will only pass to Buyer after full unrestricted payment is received and confirmed in Rapaport's bank account. Within one working day after confirmed receipt of funds, Rapaport will deliver merchandise to Buyers at the specified Rapaport office for each auction. Buyers must take delivery of merchandise purchased within 7 days of Auction Close.
18. **Conflict of Interest.** Rapaport will not bid on any parcel or lot offered for sale.
19. **Conduct.** All parties agree to conduct themselves in a business-like manner; to maintain the privacy and security of other bidder and Buyers; to follow all instructions of Rapaport staff regarding the handling of merchandise and to respect and honor the strong traditions of honesty and integrity in the diamond industry.
20. **Terrorism, Money Laundering and Illegal Activity Disclosure.** Bidders and Buyers confirm and agree that their participation in all Rapaport Sales is not connected in any way to terrorism, money laundering or any other illegal act. Bidders and Buyers agree to provide Rapaport with any requests in connection with any country specific anti-terrorism, anti-money laundering and illegal activity compliance disclosure requirements, including but not limited to, the USA Patriot Act. Such disclosure shall include the provision

of all required documents and full disclosure of relevant particulars in accordance with the USA Patriot Act, and any country or jurisdictional specific applicable legislation, laws, rules and regulations.

21. **New York Auctions.** For auctions conducted in New York, the Auctioneer's Name and New York City Department of Consumer Affairs (DCA) License Number is: Michelle Ickowics, License No:1425301
22. **Governing Law and Jurisdiction.** Unless otherwise provided on the Cover Page, in which case the governing law of the country or jurisdiction in which the Sale is conducted shall apply, the validity, performance and interpretation of this Agreement shall be construed and governed in all respects in accordance with the substantive laws of the State of New York, USA, without reference to its conflict of laws principles, and the appropriate district, state and federal courts of law in New York City shall be the courts of competent jurisdiction.
23. **English Language.** The parties agree that this agreement has been prepared and shall be executed in the English language and the English language shall control over any translation of this Agreement. All proceedings related to this Agreement shall be conducted in the English language.
24. **Entire Agreement.** This Agreement constitutes this entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.
25. **Amendment.** This Agreement may be amended or modified only in writing.
26. **Miscellaneous.**
 - a) No delay or omission by Rapaport in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Rapaport on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
 - b) The captions of the clauses of this Agreement are for convenience or reference purposes only, and in no way define, limit or affect the scope or substance of any clause in this Agreement.
 - c) In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
27. **Assignment.** Neither party may assign this Agreement nor any rights or obligations hereunder except that nothing in this clause contained shall prevent Rapaport from assigning, delegating or transferring, in whole or in part, any of its rights and /or benefits and or obligations hereunder to any subsidiary, affiliate, or filial company/ies or entity/ies within its group of companies without the prior written consent of Buyer.