



DIAMOND / GEMSTONE / JEWELRY CONSULTING AND SERVICING AGREEMENT

I am pleased to confirm your selection of Jewelry Appraisal and Gemological Institute, Inc., (hereinafter referred to as “JAGI”) for your diamond/gemstone/jewelry consulting and servicing needs. Our highly trained team includes GIA graduate gemologists and jewelers that use state-of-the-art equipment in consulting, appraising, repairing, servicing and designing jewelry, diamonds, gemstones and watches. We appreciate your confidence in allowing us to work with you. This Agreement will summarize the terms of our services and describe other important aspects of our relationship.

A. OUR OBLIGATION

JAGI’s obligation to provide services commences when we receive a signed copy of this Agreement, payment is made per the attached Work Order and the diamonds/gemstones/jewelry described in the Work Order are received by JAGI.

B. SCOPE OF WORK AND FEES

JAGI shall provide the services identified in the Work Order. We typically provide a time estimate to complete our services. We will contact you within the estimated time period with the status of our work in progress and to inform you if we cannot complete the work within our estimated time period. Sometimes repairing, designing, restoring, jewelry and making repairs and cutting diamonds and gemstones is complex and may require additional time to analyze and execute the best plan for each situation. We have found, in this industry, it is best not to do a rush job.

GENERAL TERMS

- 1. Effective Date.** The effective date shall be the date you execute this Agreement and the diamonds/gemstones/jewelry described under the Work Order are received by JAGI (the “Effective Date”).
- 2. No Refunds.** By accepting the terms of this Agreement, you agree and understand that you are foregoing the right to claim any refund of fees paid under this Agreement. You further agree that this no refund policy applies if you cancel after you have paid for services under this Agreement.
- 3. Notice.** You agree to accept all notices from JAGI by personal service, text message (“SMS”), e-mail and US mail at the e-mail and address provided below. Any such notice shall be deemed to have been given upon transmission of the e-mail or delivery of regular mail. You may change your e-mail or physical address by notifying us in writing.
- 4. Evaluation and Consultation.** Our first step is to consult with each customer and analyze

your needs. We then provide our best recommendation and options based on our professional evaluation of your particular situation.

5. Our Services and Inherent Risks. There are inherent risks of damage when repairing, restoring, servicing and designing jewelry and watches and when cutting and handling diamonds and gemstones. The following are some inherent risks related to our services:

A. Diamonds and Gemstones: There are inherent risks when cutting, re-cutting, setting, repairing, polishing, clarity faceting, drilling, laser repairing, enhancing, deep diamond boiling and servicing diamonds and gemstones. Many diamonds and gemstones have inclusions, cracks and conditions that make them susceptible to breaking, chipping, cracking and other damage as a result of any of the above processes. Even those with no inclusions or cracks can be broken with the slightest pressure. For this reason, we only work with customers that fully understand and agree that JAGI is not responsible for damage caused when servicing diamonds and gemstones. By signing below, you agree that JAGI, its employees, agents and contractors are not liable for any damages or loss to any diamonds or gemstones as a result of any of the services referenced herein.

B. Jewelry and Watch Repairs, Servicing and Restoration. Our jewelers take great care and pride in repairing, servicing and restoring jewelry and watches. Some repairs are relatively straight forward and others are much more complex and difficult. There are inherent risks of damage when repairing, servicing and restoring jewelry and watches. For instance, the delicate nature of antique jewelry makes it more susceptible to damage. Some esoteric materials

and parts found in older jewelry and watches have little intrinsic value but are very difficult to replace or recreate. Jewelry and watches typically are exposed to wear and tear of day-to-day use and the ravages of time and the elements which make them difficult to repair and restore. Some metals over time scratch, patina and change in color and texture which make them very difficult to clean, repair, polish and match. Our jewelers and technicians do their very best in each situation to maximize the best result for each customer. By signing below you agree that JAGI, its employees, agents and contractors are not responsible for any damages or loss caused

from repairing, restoring, polishing, and servicing jewelry and watches.

C. Concierge Service. Our trained in-house concierge can assist you in locating, purchasing and grading diamonds, gemstones and jewelry of every cut, style and size to suit any

budget. Our concierge services do not include any warranty and/or guarantee relating any of the diamonds, gemstones, jewelry and/or watches you purchase. The final choice to purchase lies exclusively with you, the customer. By signing below you agree that JAGI, its employees, agents

and contractors are not responsible for any damages or loss resulting from providing concierge services. You further agree that JAGI does not provide any express and/or implied warranties of any kind associated with any of its concierge services.

D. Appraisals and Reports. Our services include the preparation of diamond/gemstone/jewelry appraisals and reports as described in the in the Work Order. There are different types of reports that we prepare depending on what is requested by the customer, including but not limited to, a full report ("Full Report") or an appraisal/ID card ("ID Card") which contain less detail than a Full Report. Any appraised value included in a Full Report, ID/Card or any other type of appraisal/report is based on the Replacement Value of an item. Replacement Value is based on the cost necessary to replace the appraised item(s). Replacements may encompass new items of the same kind and quality or similar items of the same kind, age and quality. This appraisal method takes into consideration wear and defects. Our typical time estimate to complete a report is 15 days or less. We will contact you within 15 days with the status of our work in progress if, for any reason, we cannot complete an appraisal within our estimated 15-day time period. All items are accepted and returned "AS IS." We do not clean, polish, alter or modify any of item unless we agree to do so in writing in the attached Work Order or under a separate agreement. The information contained in our appraisals, Reports and ID/Cards, including but not limited to, the value, grading, measurements, weights, color, size and any other characteristics of each item examined are based on our best efforts, training and analysis of the item, using the information, techniques and equipment available to us at the time of the examination. Specifically, the value, characteristics, weights, color, size, measurements and characteristics of an item are an approximation using these techniques, equipment and our expertise and training. Some mountings, alterations and enhancements of diamonds, gemstones and jewelry make it difficult to accurately identify the characteristics of an item. All parties acknowledge and agree that jewelry, diamond and gemstone appraisals and characteristics described in a report are very subjective in nature and the opinion by one gemologist, appraiser or expert may differ from that of another examining the same item. You agree that any appraisals, Reports and ID/Cards prepared by JAGI are not a guarantee and/or a warranty of value and JAGI makes no express or implied warranty of any kind concerning information contained in any of its appraisals, Reports and ID/Cards. By accepting the terms of this Agreement, you agree JAGI is not liable to you and any third party for any loss, damage or liability based on any specific value and/or characteristics, and information of an item contained in any appraisal, Report and/or ID/Card.

E. Jewelry Design and Production. The world of custom jewelry and production can be somewhat intimidating. Our experience, training and knowledge will allow you to confidently navigate through this process. We design and produce some items in-house and

have forged relationships with designers and manufactures to assist with the process if your project, in our opinion, requires specialized attention by an outside contractor. By signing below you agree that JAGI, its employees, agents and contractors are not responsible for any damages

or loss resulting from providing jewelry design and production services.

6. Outside Contractors and Vendors. In some instances, we retain the services of specialized independent contractors to assist in providing services to our customers. A prime example is diamond-cutting and highly customized designing and production of personalized jewelry are specialized services. Our goal is to achieve the best possible results of our customers.

By signing below, you authorize JAGI, in its sole discretion, to hire and retain independent contractors to provide services under this Agreement.

7. Hold Harmless/Indemnity. You agree to hold JAGI, and its, officers, directors, independent contractors, employees and agents harmless and not liable to you or any third party for any loss, damage or expense resulting from or related in any way to the services performed under this Agreement and/or from any negligence or breach, any act or omission arising from and/or resulting from the preparation, issuance and use of an appraisal, Report and/or ID/Card prepared by JAGI. You further agree to indemnify and defend JAGI, and its officers, directors, employees, independent contractors and agents from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs, attorney fees, which arise from or relate to the services performed under this Agreement.

8. Transportation of Diamonds/Gemstones/Jewelry. You agree to accept all risk of any loss and/or damage of any kind relating to the transportation and delivery of any diamonds, gemstones and/or jewelry. If a courier service, FEDEX, UPS or other delivery service is used to transport any items, we strongly suggest that you purchase and possess the appropriate insurance to cover any loss or damage and take all precautions to ensure that all items are transported safely. You agree that JAGI is not liable for any loss or damage during or as a result of the transportation of any item.

9. Arbitration. Any dispute, claim or controversy, arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the County of San Diego, State of California, before a single arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The decision of the arbitrator shall be binding. Judgment

on an award may be entered in any court of competent jurisdiction. This clause shall not prevent any party from filing a case in the Small Claims Court in the County of San Diego, California. Each party shall bear its own attorney fees and costs and no award for attorney fees and/or costs shall be awarded to the prevailing party.

10. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no other person or entity is entitled to rely upon the benefit from this Agreement or any term thereof.

11. Governing Law. This Agreement and the rights of the parties, hereunder, shall be governed by and construed in accordance with the laws of the State of California.

12. Entire Agreement. This Agreement sets forth our entire agreement with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations or agreements by or between us which are not fully set forth herein. This Agreement may only be amended by a writing signed by both of us.

13. Construction. This Agreement shall be governed or construed in accordance with the laws of the State of California.

14. No Assignment. The rights and obligation under this Agreement are personal and may not be assigned by any party.

15. Jurisdiction and Venue. The jurisdiction and venue for all disputes under this Agreement for binding arbitration shall be with JAMS in San Diego County and for Small Claims cases shall be with the Superior Court of California, County of San Diego.

16. Severability. The provisions of this Fee Agreement are divisible; if any of the provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

17. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures and/or acknowledgements shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code,

Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed. This Agreement may be entered into online by clicking the required checkbox acknowledging your agreement to accept all terms and conditions.

18. AUTHORITY. By signing below, each of the signatories agree to all terms and conditions contained in this Agreement and warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she represents to sign, and each signatory shall personally guaranty all financial obligations, including but not limited to, the payment of all fees for services under this Agreement.

We look forward to serving you.

Sincerely,

JEWELRY APPRAISAL GEMOLOGICAL INSTITUTE

Moris Adato,

President/Gemologist

CLIENT

Date: _____

Company: _____

Print Name: _____

Signature: _____

Address: _____

Phone No. _____

Facsimile: _____

E Mail: _____

WORK ORDER

