

Client Registration Agreement with terms and conditions

This Client Registration Agreement (hereafter the "**Agreement**") consists of the following documents:

- (i) The Know-Your-Customer document (the "**KYC document**")
- (ii) The terms and conditions (hereafter "**Terms and Conditions**")
- (iii) The privacy policy (the "**Privacy Policy**")

This Agreement is entered into by the undersigned Client (the "**Client**") and HRD Antwerp nv ("**HRD Antwerp**"), with its place of business at Hoveniersstraat 22, 2018 Antwerp, Belgium and VAT number 0885.938.315, subject to the conditions set out below.

HRD Antwerp may provide copies of this Agreement to its affiliates, including without limitation any company that is owned or controlled, directly or indirectly, by HRD Antwerp.

The undersigned is the Client or is a duly authorized officer, principal or representative of the Client with the right to bind the Client by this Agreement and has affixed his/her signature as of the date set forth below (the "**Effective Date**").

Your registration will be completed upon receipt, verification and acceptance of the KYC document (see below) and upon signing this Agreement and its attachments. The Client confirms that all data provided in the KYC form is correct and up to date. Any changes of data, such as, but not limited to, **a copy of every new ID Card or Passport**, will be sent to HRD Antwerp immediately in writing, at the risk of suspension of services or termination of the Agreement. The Client receives one copy of this Agreement.

Company Name:

Title of representative:

Name of representative:

The Client request to receive an Excel file with all the available diamond examination results collected by his/her company*.
(several times per day):

YES / NO Email:

The Client request to receive an Excel file with all the available diamond examination results in Transit*. (several times per day):

YES / NO Email:

The Client request to register for 'My HRD Antwerp':

My HRD Antwerp is a secure, 24/7 online service that provides global access to the HRD Antwerp grading report archive, transit results and track & trace.

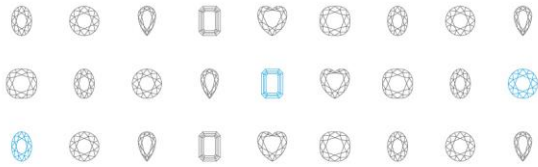
YES / NO Email:

Signature:

Received by HRD Antwerp on:
Clientnr. (assigned by HRD Antwerp)
Signature/stamp:

Date:

this service is supported for Microsoft 2007 and upgrade versions.



I. Know Your Customer – KYC

Please submit the following documents:

- Copy of the identity card of the representative of the Client
- copy of the company statutes (*only in case the Client is not a Belgian registered diamond company or when the Client is a foreign entity*)
- copy of bourse membership card (*only if applicable*)

(i) **Company details:**

Company Name:

Company Address:

Telephone:

Email (general):

Preferred Language (circle preference): Dutch / French / English

VAT number:

Bourse membership:

Email¹ (e-billing):

(ii) **Trading license and tax exemption** (*only for Belgian companies*):

Trading License² (Belgian diamond companies only): YES / NO

If YES: Trade Number:

If YES: Do you benefit from the diamond tax exemption³: YES / NO

If No VAT number: please fill out (iii) Company identification details

(iii) **Company identification details:** (*only if you do not have a VAT number*)

Name of company representative(s) (Directors, CEO):

.....

Name of ultimate beneficial owner(s)⁴:

.....

(iv) **Declaration of private person** (*when the Client is a natural person = not acting on behalf of a company*):

Name:

First Name:

Date of Birth:

Address:

.....

Telephone:

Email:

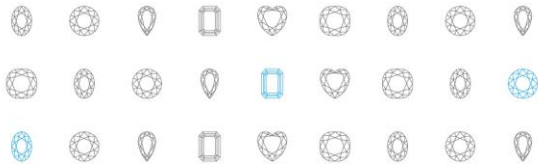
Preferred Language (circle preference): Dutch / French / English

¹ If you want to receive your invoices via a separate email, please fill out this field

² www.registereddiamondcompanies.be

³ Article 4254 of the Belgian tax legislation (vrijstelling artikel 4254 van de BTW wetgeving)

⁴ Any natural person who owns more than 25% of the shares or voting rights of the company, directly or indirectly, or any natural person who effectively controls the company.



Terms and Conditions* (march 2016 version)

Article 1: applicability Agreement.

The Agreement between the Client and HRD Antwerp applies to all articles, documents and information delivered on the Effective Date and at any time thereafter, and to all services, inscriptions, receipts and reports that may be performed or issued by HRD Antwerp after the date of this Agreement until such time this Agreement is modified or replaced with a new agreement as mutually agreed by the Parties, with the exception of the general terms and conditions set out in Article 5, which may change from time to time. Any and all prior agreements are hereby terminated.

Article 2: Warranties and Representations.

2.1. Client represents, warrants and undertakes to HRD Antwerp that the Client is an entity validly existing under applicable laws or a natural person, in each case with all necessary right, title, license and authority under the laws under the countries and regions in which the Client conducts business, to enter into this Agreement and to perform all Client's obligations hereunder and that Client's performance of all obligations hereunder does not violate any applicable law, statute, regulations or ordinance.

2.2. The Client will comply with all laws and regulations applicable to the Client. Without limitation to the foregoing, the Client will comply with (i) all laws and regulations of the countries or regions where the Client is registered, incorporated and/or located, (ii) all laws and regulations that govern the operation, export, import, exit and entry of Goods and jewelry products to/from any territory or country.

2.3. The Client acknowledges that (i) a grading report is not a guarantee, valuation or appraisal, and may not be referred to as such, (ii) HRD Antwerp does not give economic valuations of Goods, (iii) HRD Antwerp makes no representation or warranty whatsoever regarding the Services, a Report, the information included in or excluded from a Report, an HRD Antwerp inscription or other pre-existing inscriptions or markings, of a Good, (iv) an HRD Antwerp inscription or other pre-existing inscription does not guarantee the identification, quality, origin or source of any Goods because, among other reasons, third parties might inscribe a Good and any HRD Antwerp inscription or other pre-existing inscriptions or markings may be removed by polishing.

2.4. HRD Antwerp has the right to retain old certificates or grading reports when they have become invalid or incorrect.

Article 3: Treated or Synthetic Diamonds.

3.1. The Client agrees to comply with the HRD Antwerp policies and procedures regarding the submission and delivery of Goods to HRD Antwerp, including, without limitation submitting articles in plain, unmarked parcels. Such policies and procedures are, whenever possible, available online.

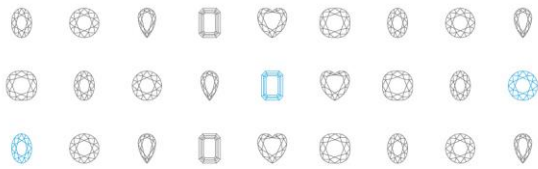
3.2. The Client agrees that (i) HRD Antwerp may test any Goods (without limitation chemical analyser or other laser ablation techniques) to determine if the Goods are natural, synthetic, or whether it has been treated or processed, even if the Client did not request such a testing as a part of the Services, and (ii) HRD Antwerp may, in its discretion, add an inscription on any Goods that HRD Antwerp reasonably believes to be synthetic, treated or processed specifying the results of such HRD Antwerp testing, even if the Client did not request such inscription as part of the Services. Client hereby agrees to pay for any such testing and/or inscription, even though not requested by Client when the Goods were initially delivered to HRD Antwerp. (a) If the Client submits any Goods to HRD Antwerp and does not disclose to HRD Antwerp in writing at the time of submission that such Goods are synthetic or that it has been treated or processed and HRD Antwerp subsequently reasonably suspects or detects that any Goods are synthetic or has been treated; and /or (b) if the Client breaches or potentially breaches any ethics or other policies of the World Federation of Diamond Bourses (the "WFDB"), the International Diamond Manufacturers Association ("IDMA"); and/or if (c) HRD Antwerp becomes aware of matters of interest to the diamond and gem industry, and other matters relating to the mission of WFDB, IDMA or HRD Antwerp or any other appropriate government or trade organizations, both now and in the future ((a), (b) and (c) hereafter referred to as the "Matters") HRD Antwerp has the right to, in its discretion, (i) terminate this Agreement with immediate effect and without prior notification; and/or (ii) notify law enforcement agencies, the WFDB or any local bourse, IDMA or any other appropriate government or trade organization of the Matters, and/or (iii) make public, via HRD Antwerp's website or otherwise, the name of the Client and the Matters it pertains; and/or (iv) retain and turn over the Goods at the request of any agency or organization for further investigation.

Article 4: Indemnification

The Client agrees to (a) defend, with a reputable attorney (whereby HRD Antwerp retains the right to select (another) one for the Client), (b) indemnify and (c) hold harmless HRD Antwerp and its employees and agents from and against any loss, damage, liability, cost and expense incurred by HRD Antwerp (including without limitation reasonable attorney fees) arising out of, related to, or resulting from (i) the Matters, including without limitation, from the results of any notification and from the delivery of any information or Goods to the government or trade organization (ii) breach of this Agreement or in its performance of this Agreement, (iii) Client's failure to comply with any applicable law, or any third party claims, including without limitation claims brought by any owner, purchaser or downstream purchaser of the Goods where a Good submitted by the Client is synthetic, treated or processed when the Client did not disclose to HRD Antwerp in writing at the time of submission that the Good was synthetic, treated or processed.

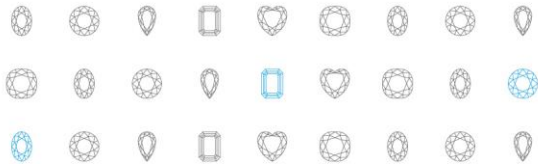
Article 5: Successors and Assigns

HRD Antwerp shall have the right to assign its respective rights under this Agreement, whether expressly or by operation of law, without the written consent of the Client. This Agreement and the obligations hereunder shall be binding on the representatives, permitted assigns and successors of each party and shall inure to the benefit of their respective assigns and successors.



Article 6: General Terms and Conditions

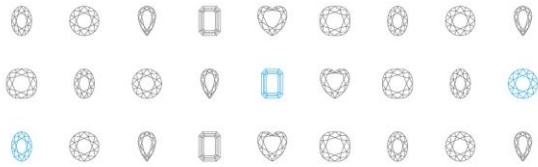
- HRD Antwerp nv.** The service provider is HRD Antwerp nv, with registered office at Hoveniersstraat 22, BE-2018 Antwerp and registration number 0885.938.315 (hereafter '**HRD Antwerp**'), more specifically the department '**Diamond Lab**', which offers the following services (hereafter the '**Service(s)**') at the head office or any of the Diamond Labs of the HRD Antwerp group, which can be consulted on the website www.hrdantwerp.com: (i) Diamond Certificate/Diamond Grading Report: determines the 4C's of the diamond, options between Diamond Certificate/Grading Report, Diamond Colour Certificate/Grading Report, Laboratory Grown Diamond Certificate/Grading Report, Treated Diamond Certificate/Grading Report and Diamond Identification report (for diamonds below 1.00 ct), (ii) Jewel report: describes the characteristics of the diamonds and/or gem and/or precious metals of a jewel, (iii) Screening report: gives a detailed overview of the number of natural, potential lab-grown/HPHT colour treated diamonds and/or simulants in one batch, for brilliant diamonds from 0.01ct to 0.2ct.
- Definitions.** Unmounted polished diamonds and/or jewels (hereafter the '**Goods**') can only be transferred to HRD Antwerp by registered clients (hereafter the '**Client**') represented by its legal or statutory representative or any person, at the sole responsibility of the Client. HRD Antwerp has a discretionary right to refuse or decline Goods and/or Services. The Client is obligated to immediately notify in writing any changes to its registration information. Once the Goods are transferred to HRD Antwerp, a notice of receipt is handed over to the Client containing a detailed description of the Goods which is, unless protest at the moment or receipt of the notice, undisputable. When the Goods are transferred to HRD Antwerp by a courier company or transport company, HRD Antwerp will sign for receipt of the package, without given any guarantee whatsoever on the content of the package. The Client acknowledges that it is not possible for HRD Antwerp to verify the content of a package sent by transport company or courier.
- Applicability.** Notwithstanding any other written agreement, these T&C are applicable to each contractual agreement between the Parties and all Services, whatsoever or howsoever. The Client has read and approved these T&C. HRD Antwerp reserves the right to change the T&C at any given time. In case of conflict between these T&C and any other written agreement, the later will prevail. The Client accepts the T&C without any prejudice, and with the exclusion of the Client's own terms and conditions even when communicated at a later date.
- Conditions precedent.** The Goods are analyzed in accordance with the 'International Rules for Grading Polished Diamonds' of the 'International Diamond Council' as amended from time to time. In order to be accepted for Services, the Goods must comply with the following: (i) diamonds must be boiled, (ii) jewels need to be cleaned. When these conditions are not met HRD Antwerp has the right to (i) refuse the Services, (ii) refuse to hand over a certificate or report to the Client notwithstanding the Client's obligation to pay for Services performed as per the price list. HRD Antwerp has the right to accept or refuse other certificates, reports or hallmarks, without any obligation to verify its contents.
- Prices.** The applicable prices for the Services are those indicated in the latest HRD Antwerp price list, excluding VAT. All prices can be altered at any time. The latest price list can be consulted on the website: www.hrdantwerp.com or at the Diamond Labs counter.
- Delivery. (i) place of delivery.** HRD Antwerp delivers the Services at the registered address of HRD Antwerp or in a Diamond Lab of an affiliated companies, without any obligation whatsoever to notify the Client thereof. All Diamond Labs of the HRD Antwerp group can be consulted on the website: www.hrdantwerp.com. **(ii) best efforts.** Time of Delivery is approximate and indicative. **(iii) late delivery.** In case of flagrant late delivery of the Services, the Client has the right to terminate the Agreement by written notification if HRD Antwerp has not performed the Services within a period of two (2) months after receipt of a written notice of liability of the Client. The Client waives all other rights to recourse, specifically the right of indemnification.
- Payment conditions. Invoicing and payment.** The invoices of HRD Antwerp are to be paid on delivery of the invoice (Cash on Delivery – COD), unless Parties have agreed otherwise in writing. In the latter case, the following conditions apply: **(a) late payment.** Late payment of (part of) the invoice, makes the entire outstanding amount due immediately. HRD Antwerp has the right to suspend performance of the Services and/or exercise a lien on all Goods in its possession until payment of all outstanding amounts even when the Goods are incorporated or altered in any way. **(b) Interests and fixed damages.** In addition to the above remedies, the following amounts are due automatically and without prior notice of liability: (i) contractual interest of 12% per year, and (ii) fixed damage of 15% on the outstanding amount (with a minimum of 50 euro), notwithstanding HRD Antwerp's right to claim higher damages when such is evidenced and notwithstanding HRD Antwerp to claim any legal and collection costs as a result of the late payment. **(c) setting-off:** the Client does not have the right to setting-off invoices.
- Liability.** The Client confirms and accepts that the performance of the Services by HRD Antwerp is subject to HRD Antwerp's quality procedures and in any case at best effort. In no event can HRD Antwerp be held liability for (a) direct or indirect damage (including consequential damage or loss of profit) after deviated or incorrect results following from (i) new techniques or technologies that were not yet available during the time of the provided Services, (ii) repeated analysis of on the same Goods, for (b) theft of, loss or damage to the Goods, unless the Client can evidence that such theft, loss or damage is caused by a fault or gross negligence of HRD Antwerp or its representatives, nor for (c) in case of online services, network interruptions, time differences and closing times, loss of data, loss or profit, loss of password or any time of damage caused by access by unqualified persons. With the exception of damage caused by intentional fault or gross negligence, the liability of HRD Antwerp is limited to the paid price of the Services relating to the Goods. In no case shall the liability exceed the maximum liability of 100.000 euro.
- Intellectual property.** The certificate or grading report, name, trademark, logo, or any other intellectual property of HRD Antwerp or one of its affiliated companies cannot be used, in whole or in part, in any kind of commercial, publication, website or promotion without the prior written approval of HRD Antwerp.
- Transport.** HRD Antwerp bears no responsibility nor liability for the transport of Goods from and to HRD Antwerp, until the moment the Goods are transferred to HRD Antwerp at the registered address. The Client is responsible and bears the risks and costs of the transportation and will arrange adequate insurance against theft, robbery, damage or loss of the Goods (caused) during transport. All obligations, taxes, VAT and/or charges, of whatever nature, relating to the Goods and/or the transport from and to HRD Antwerp, including any new taxes, VAT and charges installed after the start of the agreement, are solely for the Client.



11. **Sureties.** If and when (i) HRD Antwerp has, at any given time, doubts relating the solvency of the Client caused by acts of judicial enforcement against the Client, and (ii) in case of non- or late payment of one or more invoices and/or (iii) breach of terms of the Client's Agreement, and/or (iv) any other relevant situation, HRD Antwerp retains the right to suspend Services, or to request (further) sureties, even when the Services are already performed in whole or in part. Should the Client refuse to provide such sureties, HRD Antwerp has the right to terminate the Agreement with the Client with immediate effect and without any right of the Client to claim damages. Moreover, in such case, the Client is liable to pay fixed damages of 10% of the total price of the Services.
12. **Force Majeure and hardship.** In case performance of Services is hindered by any situation of Force Majeure ("Force Majeure") such performance shall be suspended. Force Majeure includes all situations wherein the performance of the agreement by HRD Antwerp is, in whole or in part, temporary or not, hindered by circumstances outside of the control of HRD Antwerp, even when such situation was foreseeable at the start of the Agreement and includes, without limitation, the following situations: lack of stock, delay in or cancellation of deliveries by suppliers of HRD Antwerp, ceasing of the certificates or reports or Goods due to accidents, machine failure, strike or lock-out, revolt, war, epidemics, flooding, high level of absenteeism due to illness, interruptions of information, (tele)communication, internet, decisions or interventions by any government (including the refusal or cancellation of a license or permit), fuel deficiencies and mistakes or delays due to third parties. HRD Antwerp is not obligated to evidence the unforeseeable or uncontrollable nature of the circumstance of the situation of Force Majeure. The Parties will, in such case, take all reasonable steps to limit the consequences of the situation of Force Majeure. In case the situation exceeds a period of six months, the Client has the right to termination the Agreement with immediate effect, without the obligation to reimburse HRD Antwerp. In case of fundamental changes of the circumstances and/or conditions, not due to any Party and which gravely influences the performance of the contractual obligations of any Party, both Parties agree to renegotiate the terms of the agreement in order to find an amicable settlement and continue the agreement. Parties will strive for a comparable balance between the parties as was in existence at the start of the agreement. In case the Parties cannot reach a consensus on whether or not the performance is gravely influences as mentioned above, the Parties will appoint a joint expert who will (whether or not accompanied by a third party), will verify if such conditions or changes occurred. When no amicable settlement can be reached within one month after one party has requested such settlement by registered written notice, the later has the right to initiate legal proceedings.
13. **Guarantee.** HRD Antwerp does not provide any guarantee relating to the results of any Services on the Goods and no certificate, report or other type of document or communication can be construed as being a form of guarantee, valuation or estimate. HRD Antwerp furthermore cannot guarantee the possibility to ascertain whether or not mounted diamonds are (permanently) treated, nor to ascertain whether or not the mounted diamond is natural.
14. **Limitation period.** Any compliance regarding the Services or any damage to the Goods must be notified in writing to HRD Antwerp within 8 days after such damage was known, or should have reasonably been known, to the Client. Each claim for damage towards HRD Antwerp is subject to a limitation period of 1 year after the occurrence of the facts leading to the damage claim where known, or should have been known, to the Client.
15. **Collection of the Goods.** When the Goods have not been collected with two years after the agreed time, HRD Antwerp will become the legal owner of the Goods and consequently has the right (no obligation) to sell the Goods and use the received price for the payment of all outstanding invoices, notwithstanding the Client's obligation to pay for the Services.
16. **Severability.** When any of the articles, in whole or in part, of these T&S are unenforceable or otherwise in conflict with any mandatory legal provision, the validity and enforceability of the remaining articles or the remaining part of respective unenforceable or conflicting article of the T&C shall not be effected. The invalidity of any clause will not result in the invalidity of the entire agreement between parties. Parties agree to replace any invalid clause with a valid clause or clauses which will correspond with the intention of the parties and the spirit of the agreement, as much as possible.
17. **Law and jurisdiction.** All agreements to which these T&C apply, including all other agreement resulting therefrom, will be solely subject to Belgian law and the exclusive jurisdiction of the courts of Antwerp. The applicability of the Vienna Sales Convention of 11th April 1980 is expressly excluded.

* De Algemene Verkoopsvoorwaarden zijn beschikbaar in het Nederlands op uitdrukkelijke vraag van de koper.

* Les Conditions Générales de Ventes sont disponibles en français à la demande du client.



II. Privacy Policy

This privacy policy was last modified on 15th of May 2018.

Article 1: Legal Information

HRD Antwerp operates in accordance with the GDPR (implementation as per 25th of May 2018) with regard to processing personal data. HRD Antwerp is responsible for processing your personal data. A statement (number 005071807) regarding processing your personal data was made to the Commission for Protection of Privacy.

Contact details Responsible Data Protection Officer: Marijke.achten@hrdantwerp.com – Tel 03/222.06.06 – VAT: BE-0885.938.315

Article 2: Definitions

"Website(s)": <https://my.hrdantwerp.com/>

"Client" or "you" and derivative terms of those: any person who uses or has used the site and/or views or has viewed the site.

"Anti-Money Laundering Legislation": The Law of 18 September 2017 on prevention use of money laundering and terrorist financing and the limitation of use of cash & the Royal Decree of 7th of October 2013 approving the regulation pursuant to the law of 11 January 1993 on prevention use of the financial system for purpose of money laundering and terrorist financing by diamond dealers who are registered in terms of article 169, §2 of the programme law of 2nd of August 2002.

"RJC Rules" the Code of Practices of the Responsible Jewellery Councils as can be consulted on their website <http://www.responsiblejewellery.com>

"GDPR" Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Personal Data": All information related to identified or identifiable persons.

Article 3: Purposes of processing

Client's Personal Data is collected for the purpose of client identification (KYC) in line with the Belgian Anti-Money Laundering Legislation and the RJC Rules. The Personal Data is used only by HRD Antwerp and its subsidiaries.

Client's Personal Data are kept strictly confidential and will under no circumstances be communicated to third parties, in or outside of Europe except external technical service providers in Europe.

Client's Personal Data will not be used for direct marketing purposes, unless HRD Antwerp has received the client's explicit prior permission to do so ("opt-in"), with the exception of the data shared with HRD Antwerp's technical service providers to allow provision of services offered on the Website.

You can withdraw your permission on <http://www.hrdantwerp.com> at any time, without giving reason and free of charge by sending an e-mail to privacy@hrdantwerp.com.

Article 4: Processing personal data

Personal Data that you share will be used to:

- send you our newsletters after your registration;

HRD Antwerp uses the e-mail address given by you for sending our newsletter.

If you later decide that you do not longer want to receive our newsletter, you can object to this at any time by clicking the 'unsubscribe' link on the bottom of the newsletter.

- finalize your registration as an HRD Antwerp Client;

HRD Antwerp uses your identification documents in order to comply with our KYC policy and the Anti-Money Laundering Legislation. This means that HRD Antwerp stores your relevant documents and check whether it is required to refuse you as Client.

- improve management of our website and facilitate better provision of service;

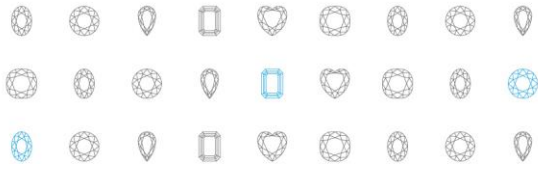
HRD Antwerp uses your language preference in order to, where applicable, provide you the relevant information in the language of your choice.

GDPR is applicable to all processing of Personal Data. Moreover, HRD Antwerp will not give your Personal Data to third parties, in any case, unless you personally give consent (for example, in the context of client registration or Website registration). Additionally, you can oppose any further use of your data at any time and free of charge by sending us a simple request by sending an e-mail to privacy@hrdantwerp.com.

You have the right to ask for additional data from the Commission for the Protection of Privacy, Drukpersstraat 35, 1000 Brussels or through the website www.privacycommission.be. HRD Antwerp has registered its files with the Commission and they are recognized. You acknowledge that responsibility for material accuracy of the personal data provided rests solely with you.

Article 5: Right of access, correction and erasure

Clients have the right, at any time and free of charge, to access their Personal Data and to improve or change them, by sending an e-mail to privacy@hrdantwerp.com or by letter to HRD ANTWERP, Hoveniersstraat 22, 2018 Antwerp, Belgium, provided they enclose a copy of the front of client's identity card. Client is free to choose whether to share Personal Data with HRD Antwerp or not. Although, they should be aware that failure to complete the registration form with their Personal Data might result in denial of client registration and the HRD Antwerp Services, and that they are solely responsible for the accuracy of data they provide to HRD Antwerp.



Client is free to request a removal of any Personal Data. HRD Antwerp will remove the Personal Data when allowed to do so under mandatory legal obligations such as the Anti-Money Laundering Legislation. However, please note that if the Client does withdraw his consent, his client registration will be deleted and he will be denied HRD Antwerp Services.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice) or risk the privacy of others.

Article 6: Right of opposition and complaints

Registered Clients may exercise their right to oppose processing their Personal Data, for serious and legitimate reasons, by sending an e-mail to privacy@hrdantwerp.com, provided they enclose a copy of the front of Client's identity card. These serious and legitimate reasons include: contesting of accuracy of Personal Data, tentative unlawfulness of processing and requirement of keeping the relevant data for the establishment, exercise or defense of legal claims.

Clients also have the right to file a complaint with the Belgian Privacy Commission: phone: 02 / 274 48 00, email: commission@privacycommission.be

Article 7: Right of data portability

Clients have the right to receive their personal data, provided to HRD Antwerp, in a csv file at any time by sending an e-mail to privacy@hrdantwerp.com.

Article 8: Retention Period

The Anti-Money Laundering Legislation requires HRD Antwerp to keep all client information, including personal data, for at least 5 years after termination of the business relationship with the Client. This period starts as of determination of the Client Agreement.

E-mail addresses, only required to send newsletters, will be updated on an annual basis. They will be deleted immediately upon request. Your language preference is saved by our technical service provider for 30 days.

Article 9: Security and confidentiality

On both an organizational and technical level, HRD Antwerp has developed and adapted security measures, regarding personal information collected, to avert unauthorized destruction, loss, alteration, modification, unauthorized access or accidental communication to third parties, as well as any other unauthorized data processing. In any event, HRD Antwerp cannot be held liable for any direct or indirect damages resulting from the wrongful or unlawful use of your personal data by a third party. HRD Antwerp makes a point of notifying the Client that websites link, hyperlinks or references may contain websites from third parties. HRD Antwerp recommends that Clients read carefully the privacy policy of every website they visit – they may differ from this Privacy Policy.

HRD Antwerp cannot be held responsible for the content and privacy regulations of these websites nor for the products or services they offer. HRD Antwerp recommends that Customers carefully read the Privacy Policy of every website they visit, which may differ from this Privacy Policy.

Article 10: Modifications

If HRD Antwerp should need to use processes that are not provided for in this Privacy Policy, before using Personal Data, HRD Antwerp will contact Clients by e-mail to inform them about the new process and allow the opportunity to refuse. HRD Antwerp has the right to change its Privacy Policy at any time, and they will automatically apply, after notification, to all existing Clients. At least 10 days prior to the change taking effect HRD Antwerp will send an email to the email address specified in your My HRD Antwerp primary account or will communicate via the HRD Antwerp's website.

Article 11: Governing law and jurisdiction stipulation

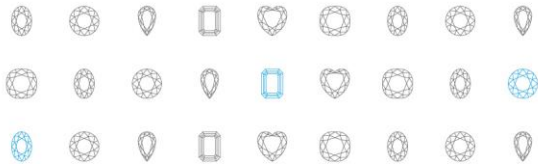
This Privacy Policy shall be governed, interpreted and enforced in accordance with Belgian law including the GDPR, which applies exclusively for any litigation. Antwerp courts have exclusive jurisdiction to rule on any dispute that may arise from the interpretation or implementation of this Privacy Policy.

Article 12: Acceptance

By using the Website, the client accepts all the provisions of this Privacy Policy, and agrees that HRD Antwerp collects and processes personal data in accordance with this Privacy Policy.

Article 13: Contact

Persons requesting any additional information, comments, complaints or disputes concerning this Privacy Policy or concerning manner in which HRD Antwerp collects data should communicate with HRD Antwerp via registered mail to the following address: HRD Antwerp Data Protection Officer - Hoveniersstraat 22 - 2018 Antwerp, Belgium or by sending an e-mail to privacy@hrdantwerp.com. HRD Antwerp communicates any notification to the client through the Website or by email to the Client.



Europe's
leading authority in
diamond certification

Article 14: Third Parties

Occasionally HRD Antwerp will appeal to an external technical service provider for the processing of some data. HRD Antwerp will always ensure that any Personal Data is handled confidentially and in a safe manner. All processors are required to conform with the GDPR. The processor is not allowed to use your data on their own initiative and your data will be as soon as the processor has finished the assignment.

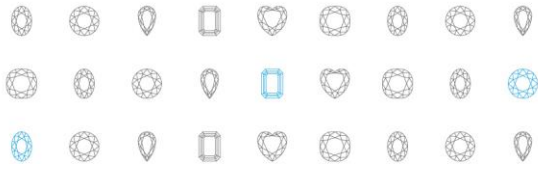
HRD Antwerp will only transfer Personal Data for marketing purposes after explicit consent of the Client. HRD Antwerp will never transfer Personal Data for marketing purposes to third parties.

HRD Antwerp will only disclose Personal Data to governmental authorities in cases where it is required by law or in the context of compulsory data exchange. HRD Antwerp's employees are obliged to respect confidentiality and GDPR obligations.

Article 15: Links to other sites

This Privacy Policy only applies to this website and not to any website owned by a third party. HRD Antwerp can provide links to other websites which it believes may be of interest to our visitors. HRD Antwerp is not responsible for the content and privacy regulations of these websites nor the products or services they offer.

HRD Antwerp aims to ensure that such websites are of the highest standard. However, HRD Antwerp cannot guarantee the privacy standard of websites to which it links.



Europe's
leading authority in
diamond certification

Dear Sir, Madam,

Our company is a Certified Member of the Responsible Jewellery Council (RJC).

The RJC is a standard-setting organization that has been established to reinforce consumer confidence in the jewellery industry by promoting responsible ethical, human rights, social and environmental practices throughout the jewellery supply chain.

The RJC has developed a common platform of standards for the jewellery supply chain and credible mechanisms for verifying responsible business practices through third party auditing. We commit to operating our business according to the RJC principles and Code of Practices. These can be consulted at www.responsiblejewellery.com.

In line with this policy, our commitment is to integrate ethical, human rights, social and environmental considerations into our day-to-day operations, business planning activities and decision-making processes. We also strive to inform and motivate our business partners to subscribe to the same considerations.

By signing this letter and returning it to us, you undertake to uphold the general RJC standards and to help us conform to our business practices.

Best Regards,

Marijke Achten

Chief Officer Legal, Compliance & Human Resources
HRD Antwerp

Business Partner

(signature and date)