

You will find below the general conditions (the General Conditions) applicable to the Agreement entered into with VICORE.

## 1. DEFINITIONS

**Client** designates the natural person entering into an Agreement by sending VICORE an Order duly filled out and signed;

**Agreement** designates this agreement on the purchase and sale of Goods, consisting of these General Conditions and each Order from the Client;

**Goods** means the gemstone or gemstones specified in the client's Order, with regard to which the Transactions are carried out for the Client;

**Order** designates an instruction from the Client, sent to VICORE and drawn up in accordance with the model shown in the appendix to this document, to purchase a specific quantity of Goods;

**VICORE** designates VICORE GMBH, a limited liability company ("Gesellschaft mit beschränkter Haftung") founded by virtue of Austrian laws, with a capital of 35,000 euros; its registration number with the Companies Register of the Commercial Court of Vienna, Austria ("Handelsgericht Wien") is FN 434502 z, and its VAT ID No. EC VAT number ("Umsatzsteuer-Identifikationsnummer") is ATU69652636, having its registered office at Schottenring 16, 1010 Vienna, Austria;

**Parties** designates on the one hand VICORE and, on the other hand, the Client, or each individually "a Party";

**Transactions** designates the purchase of Goods by VICORE on the Client's Order; and

**Certificate** designates the document issued by the TECHNOLOGICAL DEVELOPMENT CENTER OF THE COLOMBIAN EMERALD (hereinafter the "CDTEC") and the document issued by the GUBELIN GEM LAB (hereinafter "Gubelin") or the GEMMOLOGISCHE LABOR AUSTRIA (hereinafter the "GLA") as well as the IGL (International Gemological Laboratory) containing the characteristics of the Goods.

## 2. INTERPRETATION

**2.1.** The titles of the clauses appearing in these General Conditions are inserted solely to facilitate the reading thereof and do not under any circumstances define, limit, interpret or describe the bearing or the scope of the said clauses, nor affect them in any manner. They will not have any consequences for the interpretation of the General Conditions.

**2.2.** In the event that a stipulation of these General Conditions is considered null and void, non-existent, illegal or inapplicable by virtue of any applicable law or is considered as such due to a court decision, such nullity, illegality or inapplicability would not have any consequences for the other stipulations of the General Conditions and, in this case, such a stipulation shall be modified and interpreted to make it possible to optimally achieve the objectives of the stipulation in question, in compliance with the applicable laws or court decisions.

**2.3.** If there is a contradiction between the stipulations of these General Conditions and those of any other document or agreement between the Client and VICORE the stipulations of these General Conditions will prevail.

## 3. DURATION

**3.1.** The Agreement goes into force as of the date when VICORE acknowledges receipt of the first Order from the Client, duly filled out and signed.

**3.2.** The Agreement is entered into for an indefinite period and may be voided in accordance with the stipulations of Article 14 or terminated in accordance with the stipulations of Article 15 below.

## 4. TRANSACTIONS

**4.1.** VICORE will carry out the Transactions in accordance with the stipulations of the Agreement.

**4.2.** Notwithstanding the preceding, VICORE reserves the right to refuse to carry out the Transactions and to suspend carrying out the said Transactions at any time, without prior notice, for any reason whatsoever.

**4.3.** In principle, VICORE will purchase Goods from third parties in order to fulfil the Client's Order.

**4.4.** The transfer of ownership of the Goods to the Client will take place only after the Client has paid VICORE the full price of the Goods concerned by the Order in question.

**4.5.** VICORE will not have any obligation to purchase Goods from the Clients nor to resell the Goods acquired by the Clients pursuant to the Agreement. Such an acquisition or resale can take place only under the condition that a separate, explicit agreement was entered into beforehand between VICORE and the Client.

**4.6.** VICORE is not providing any service of managing the Goods and in particular no service guaranteeing the Client the resale of the Goods acquired under the Agreement.

**4.7.** VICORE is not providing any service related to the valuation of the Goods. In particular, VICORE will not provide any estimate of the prices of the Goods nor any projection concerning the progression of the prices of the Goods.

**4.8.** The Goods are first identified by the CDTEC, after which the quality of the Goods is verified by Gubelin or GLA. The Client states that it reviewed the Certificates before the Agreement was entered into.

**4.9.** It is exclusively the Client's responsibility to take the measures necessary in order to organise and carry out the storage of the Goods acquired within the framework of the Agreement. VICORE does not provide storage services and does not procure any assistance concerning the organisation of such storage.

**4.10.** Where applicable, VICORE may provide certain services to the Client, such as providing general information or presenting negotiation strategies relating to the Goods, and all other actions relating to the Transactions. Such services or information are, where applicable, provided to all Clients of VICORE and are thus not customized with regard to the Client's situation. The provision of such services is simply a right for

VICORE and does not constitute an obligation under the Agreement.

**4.11.** It is expressly agreed between the Parties that the Transactions do not include any offer, advice or brokerage concerning financial instruments associated with the Goods. VICORE has not been authorised to provide such services.

## 5. EXPENSES

**5.1.** VICORE may invoice the Client for certain expenses incurred for the purposes of carrying out the Transactions. Such expenses will be indicated on the Order.

**5.2.** The essential financial consideration received by VICORE under the Agreement consists of the difference between the price invoiced to the Client and the price that VICORE is able to negotiate with its suppliers. Consequently, aside from the expenses cited in Article 5.1 above, no commission is owed by the Client to VICORE.

## 6. TERMS OF PAYMENT

**6.1.** In order to acquire Goods, VICORE informs the Client of the price proposed and the date when the payment is to be made, using a draft Order, which the Client must return to VICORE filled out and signed. VICORE will carry out the transaction in question as soon as possible after receiving the corresponding payment. The Client acknowledges that the price of the Goods that will be purchased by VICORE on the Client's Order may increase between the time when VICORE provides the draft Order to the Client and the time of fulfilment of the Order. In that case, VICORE may, at its sole discretion, decide not to carry out the Order. The Client is informed that he must retain all invoices for tax purposes. VICORE reserves the right to invoice for any copy (of the invoices, in particular) that the Client may request from it.

**6.2.** Any payment owed by the Client under the Agreement will be made in accordance with the indications and method of payment appearing in the Order.

## 7. DECLARATIONS AND GUARANTEES

**7.1.** The Client guarantees that it will not under any circumstances use the Transactions for illegal, abusive, defamatory or malicious purposes. The Client also guarantees that he is at least eighteen (18) years old and that he has the capacity to enter into and fulfil his obligations under the Agreement.

**7.2.** The Client declares to understand that any opinion concerning the Goods that VICORE may provide to the Client is based upon research conducted by VICORE itself concerning the Goods and the markets on which the said Goods are traded and that he cannot consider such opinions, which are general opinions, as being specifically appropriate or adapted to the Client.

**7.3.** The Client also declares to be informed that there are risks associated with purchasing and selling Goods for which (i) the price may fluctuate significantly upwards or downwards and lead to a loss if the Goods are resold at a lower price than the price at which they were acquired, and (ii) liquidity is not assured, since VICORE does not provide any guarantee regarding the resale of the Goods acquired by the Client under the Agreement. The Client declares to understand these risks and to accept them in full knowledge of the facts.

**7.4.** The Client also declares that he is capable of making his own investment decisions, if necessary in consultation with his own financial, legal or tax advisors. The Client declares to understand that VICORE does not provide any advice in financial, legal or tax-related matters.

**7.5.** The Client declares to understand that the interests of VICORE are not necessarily the same as those of the Client.

**7.6.** The Client declares that he was not solicited by telephone nor at home, and that he has not received any written advertising at his home concerning the Transactions.

**7.7.** The Client declares and guarantees that, as necessary, he will make the tax declarations required by the laws in force relating to transactions with precious stones.

## 8. DELIVERY

**8.1.** The Goods purchased by VICORE on the Client's Order, as well as the Original Certificates, will be either delivered directly to the Client by the supplier from which VICORE will have purchased them at the place agreed between the Parties in writing (e-mail, fax or electronic communications). The Client must take receipt of the Goods purchased and the Certificates under the conditions determined by such supplier.

**8.2.** VICORE will bear the expenses of delivering the Goods to the Client.

**8.3.** The Goods purchased by VICORE from its suppliers on the Client's Order will be delivered as soon as possible to the Client and in any case seven (7) days after the Client pays VICORE the full price of the Goods, as shown on the Order.

## 9. LIABILITY

**9.1.** The Client is solely responsible for making the purchase decisions concerning the Goods, in particular concerning the quantity or suitable price of the Goods purchased.

**9.2.** VICORE cannot guarantee and does not guarantee that it will always be able to purchase the Goods on the Client's Order at the price desired by the Client.

**9.3.** Regulatory constraints are likely to be applicable to the carrying out of the Transactions for the benefit of residents of certain places of jurisdiction. For this reason, the Client is obligated to indicate precisely the location where he lives or where he is established before the Agreement is entered into.

**9.4.** VICORE presumes that the Client is entering into the Agreement in his own name and is acting as such for any Order and any transaction concerning the Goods. If the Client acts or intends to act in the capacity of representative, he undertakes to inform

VICORE of this before the Agreement is entered into.

**9.5.** When VICORE provides information to the Client concerning the Goods, VICORE shall make reasonable efforts to ensure that such information is accurate. However, the Client acknowledges that the information provided by VICORE may be based on information obtained from third parties and/or might be incomplete and/or unverified, and VICORE does not guarantee the reliability or completeness thereof.

**9.6.** VICORE declines any liability towards the Client for any loss or damage resulting from, or in connection with, the carrying out of the Transactions or information provided by VICORE, except in the case of characterised negligence or intentional wrongdoing on the part of VICORE.

**9.7.** If, on the occasion of carrying out the Transactions, an event rendering VICORE liable towards the Client were to occur as a result of an act or omission by VICORE, VICORE's liability will in any case be limited to the amount of the Order by virtue of which VICORE becomes liable.

**9.8.** The Client undertakes to compensate VICORE for, and to release VICORE from, any liability resulting from any third party action based on or resulting from the fulfilment of the Agreement by VICORE.

**9.9.** The Client also undertakes to compensate and to release VICORE from any liability in the event that VICORE sustains losses resulting from direct or indirect negligence, serious misconduct, intentional wrongdoing or fraud by the Client.

## **10. ORDERS**

**10.1.** VICORE will be authorised to base itself on the Orders sent to it and received by it. VICORE may, at its sole discretion, refuse to accept any new Order from the Client. VICORE may accept the Client's Order by any means that VICORE deems appropriate, whether verbally, in writing, by proceeding to carry it out or by any other means.

**10.2.** VICORE does not accept Orders coming from third parties, unless the third party has a power of attorney validly signed and duly submitted to VICORE.

**10.3.** Sending an Order to VICORE by post or by electronic means does not guarantee receipt thereof within the desired time.

**10.4.** Orders may be processed only during normal working hours, namely between 8:00 a.m. and 5:30 p.m. (CET), from Monday to Friday.

## **11. MEANS OF COMMUNICATION**

**11.1.** By entering into the Agreement, the Client accepts to receive telephone calls or electronic messages, including any promotions, from VICORE, as well as e-mails and messages by SMS. The Client will have the option to refuse any new communication in such form any time it receives a call or an e-mail, or a message is sent to it by SMS.

**11.2.** To avoid any ambiguity, if the Client has provided a fax number to VICORE, the notification by fax will have the value of a notification in writing.

**11.3.** All communications provided for or associated with these General Conditions will be in English.

**11.4.** The Client is solely responsible for informing VICORE of any change in its contact information, including e-mail address, postal address, telephone and fax numbers. VICORE declines any liability for any loss that the Client might sustain if VICORE was not informed of any change in a timely manner.

## **12. COMBATING MONEY LAUNDERING**

**12.1.** Persons who habitually sell and/or buy or organise the sale of precious stones are subject to a number of obligations as regards combating money laundering and the financing of terrorism. Consequently, and except in the cases provided by the law and the regulations in force, before entering into a business relationship or before any transaction VICORE must verify the Client's identity and, where applicable, the identity of the actual beneficiary of the transaction. In addition, the Client must also provide to VICORE any information that VICORE might consider necessary by virtue of the applicable laws, particularly regarding the origin of the funds used for the Client's purchases.

**12.2.** When VICORE is obligated, in accordance with the laws applicable in matters of combating money laundering, to verify the Client's identity or to refrain from entering into any transaction for which there is insufficient information, VICORE reserves the right not to carry out a transaction, or not to accept sums or proceeds on its account, until a satisfactory reference check has been carried out for VICORE, or until VICORE has obtained all information required under the regulations applicable to combating money laundering and financing of terrorism.

## **13. DATA PROTECTION**

**13.1.** VICORE is acting in accordance with the legal and regulatory requirements applicable to data protection. By entering into the Agreement, the Client consents to VICORE keeping information concerning it, in hard copy or on electronic media, in accordance with the laws applicable to data protection. The Client is entitled to consult this information at any time. At the Client's request, VICORE will provide the Client with a copy of such data in accordance with the laws applicable to data protection.

**13.2.** Unless the Client explicitly objects in writing, VICORE may disclose to third parties the information concerning it and collected in connection with the Agreement. VICORE may also disclose the said information if such a disclosure is required by law or a competent authority.

## **14. RIGHT OF WITHDRAWAL**

**14.1.** In accordance with the laws in force, the Client has a right of withdrawal allowing it to refuse to enter into the Agreement. It may exercise the said right for a period of seven (7) days as of the date when the Goods are delivered to it.

**14.2.** For the purposes of exercising the said right, the Client must, as soon as possible after the delivery of its Goods in accordance with the stipulations of Article

8 above, inform VICORE by e-mail of its wish to withdraw from the Agreement. In this case, VICORE will repay the Client the full amount of the corresponding Order (initial delivery costs included), within a maximum period of seven (7) days after the Client exercises its right of withdrawal.

**14.3.** The Client is informed that in accordance with the laws in force, the costs of return shipping costs relating to the Goods will be, where applicable, borne by the Client, if it exercises its right of withdrawal.

## **15. TERMINATION**

**15.1.** The Parties may terminate this Agreement without cause at any time; the termination will be effective at the end of a period of fifteen (15) days after sending the termination notice. This termination will take place without prejudice to the fulfilment of Orders already started.

**15.2.** VICORE may, at any time, automatically and immediately terminate this Agreement if the Client breaches any of its obligations under the Agreement.

**15.3.** The amounts owed to VICORE will be immediately due and payable as of the termination of this Agreement.

## **16. FORCE MAJEURE**

No Party will be held liable under the Agreement in case of failure or delay in fulfilling its obligations (with the exception of payment of the commissions) resulting from strikes, shortages, riots, uprising, fires, flood, storm, explosions, natural catastrophes, war, an act of state, labour conflicts, earthquakes, shortage of materials or any other cause outside of the reasonable control of the Party concerned.

## **17. ASSIGNMENT - SUBCONTRACTING**

**17.1.** VICORE may at any time assign or transfer all or a portion of its rights and obligations under this Agreement.

**17.2.** VICORE may at any time subcontract the carrying out of the Transactions or designate third parties to carry out, or help carry out, the Transactions.

## **18. ENTIRETY OF THE AGREEMENT – MODIFICATIONS**

**18.1.** This Agreement constitutes the entirety of the agreement between the Parties concerning its purpose. It replaces, and its stipulations govern, all draft agreements, agreements, arrangements, agreement in principle or other previous communications, written or oral, between the Parties, concerning its purpose.

**18.2.** This Agreement may be modified only by an amendment or an annex signed by the Parties or their duly authorised representatives.

## **19. SUBSISTENCE OF THE OBLIGATIONS**

All rights and obligations resulting from this Agreement and intended to remain in force after its termination will remain in force between the Parties after the termination of this Agreement.

## **20. LEGAL COSTS**

In the event that a court proceeding or legal action is brought by one of the Parties in connection with this Agreement, the party having won the case in such proceedings will be entitled to receive its expenses, its experts' fees and the reasonable legal costs, including appeal costs and fees.

## **21. RIGHTS OF THIRD PARTIES**

Only the Parties are justified to avail themselves of the stipulations of this Agreement.

## **22. CONFIDENTIALITY**

**22.1.** Without prejudice to the stipulations of Article 13, each party undertakes not to disclose to third parties any confidential information concerning the company, the business, the clients or suppliers of the other Party, except when this article so allows.

**22.2.** Without prejudice to the stipulations of Article 13, each Party may disclose confidential information of the other Party: (i) to its employees, executive officers, representatives, advisors, subcontractors or officials, needing to know that information to allow its obligations under this Agreement to be fulfilled by the Party concerned; (ii) when required by law, a court decision or a government or regulatory authority; or (iii) after receiving the other Party's written authorisation to carry out such a disclosure.

**22.3.** Without prejudice to the stipulations of Article 13, none of the Parties is entitled to use the other Party's confidential information except for fulfilling its obligations under the terms of this Agreement.

## **23. NOTIFICATIONS – CONTACT**

All notifications required under the Agreement must be prepared in writing and sent to the following address:

**VICORE GmbH:**  
**Schottenring 16**  
**1010 Wien**  
**Austria**  
**office@vicore.com**  
**+431236341410**

## **24. APPLICABLE LAW AND PLACE OF JURISDICTION**

**24.1.** The Agreement, as well as any legal dispute or application resulting from or relating to it will be governed and interpreted in accordance with Austrian laws. The Parties expressly agree that the United Nations Convention on the International Sale of Goods is not applicable to this Agreement.

**24.2.** The Parties subject themselves to the non-exclusive jurisdiction of the Austrian courts.