

## 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:
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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: .....

Email<sup>1</sup> (e-billing): .....

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

Trading License<sup>2</sup> (Belgian diamond companies only): YES / NO

If YES: Trade Number: .....

If YES: Do you benefit from the diamond tax exemption<sup>3</sup>: 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)<sup>4</sup>: .....

.....

**(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

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

<sup>2</sup> [www.registereddiamondcompanies.be](http://www.registereddiamondcompanies.be)

<sup>3</sup> Article 42§4 of the Belgian tax legislation (vrijstelling artikel 42§4 van de BTW wetgeving)

<sup>4</sup> 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.

## II. Terms and Conditions

### 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**

1. **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](http://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.
2. **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 of 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.
3. **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.
4. **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.
5. **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](http://www.hrdantwerp.com) or at the Diamond Labs counter.
6. **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](http://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.
7. **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.
8. **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.
9. **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.
10. **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 influenced 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 11<sup>th</sup> April 1980 is expressly excluded.

### III. Privacy Policy

#### Article 1: legal information

HRD Antwerp operates in accordance with the General Data Protection Regulation (implementation as per 25<sup>th</sup> 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 Data Protection Officer: [Marijke.achten@hrdantwerp.com](mailto: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 Royal Decree of 7<sup>th</sup> 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 2<sup>nd</sup> of August 2002.

"RJC Rules" the Code of Practices of 2013 of the Responsible Jewellery Councils as can be consulted on their website <http://www.responsiblejewellery.com>

#### 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.

Client's personal data will not be used for direct marketing purposes, unless we have 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 [info@hrdantwerp.com](mailto:info@hrdantwerp.com).

#### Article 4: Processing personal data

Personal data that you share will be used to:

- send you our newsletters after your registration;
- finalize your registration as an HRD Antwerp Client;
- improve management of our website and facilitate better provision of service.

Moreover, we 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 registered letter.

You have the right to ask for additional data from the Commission for the Protection of Privacy, Drukpersstraat 35, 1000 Brussels. 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 and correction

*Access and correct personal data:* 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 [info@hrdantwerp.com](mailto:info@hrdantwerp.com) or by letter to HRD ANTWERP, Hoveniersstraat 22, 2018 Antwerp, Belgium, provided they enclose a copy of the 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 that they are solely responsible for the accuracy of data they provide to HRD Antwerp.

*Erase information* 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 the Anti-Money Laundering Legislation and the RJC Rules.

#### 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 a registered letter to the legal department of HRD Antwerp, Hoveniersstraat 22, 2018 Antwerp, Belgium, provided they enclose a copy of the client's identity card.

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

**Article 7: 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 with the Client, which is effective the termination of the Client Agreement.

**Article 8: 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 is not responsible for the content and privacy regulations of these websites nor the products or services they offer. HRD Antwerp recommends that Clients read carefully the privacy policy of every website they visit – they may differ from this Privacy Policy.

**Article 9: Modifications**

If HRD Antwerp should need to use processes that are not provided for in this privacy policy, before using personal data, we 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 this Privacy Policy at any time, and they will automatically apply to all clients from that moment. Therefore, we advise you to revisit this Privacy Policy regularly for the most recent version.

**Article 10: Governing law and jurisdiction stipulation**

This Privacy Policy shall be governed, interpreted and enforced in accordance with Belgian law, 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 11: 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 12: 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. HRD Antwerp communicates any notification to the client through the website or by email to the client.

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](http://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**  
Legal & Compliance Manager  
HRD Antwerp

**Business Partner**  
(signature and date)



## Delegation Form

(Application HRD Antwerp – Diamond Lab Access Card and HRD Antwerp services (to submit and/or collect HRD Antwerp services))

Please submit the following documents:

- Copy of the identity card of the Appointed Person(s) (as defined below)

With this application, the Client requests HRD Antwerp to accept one or more person(s) (“**Appointed Person(s)**”) of its staff to submit and/or collect diamonds and/or Jewellery to HRD Antwerp for grading services.

This application is filed by the undersigned Client (the “**Client**”). HRD Antwerp may provide copies of this Application to its affiliates, including without limitation any company that is owned or controlled, directly or indirectly, by HRD Antwerp.

The Client acknowledges that any application and ensuing registration of Appointed Person(s) is subject to approval by HRD Antwerp, and that HRD Antwerp may suspend or revoke such registration in case:

- (1) The Client Agreement is terminated, for whatever reason; and/or
- (2) The Appointed Person(s) is suspected of misuse or abuse of the Diamond Lab Access Card, and/or in case of any kind of suspicious behavior by the Delegated Person whether or not at the premises of HRD Antwerp; and/or
- (3) the data provided is no longer correct or up to date, the later meaning that the Client will provide a copy or every new ID Card or Passport.

Once an Appointed Person is registered, he/she will receive a personal Diamond Lab Access Card. This Diamond Lab Access Card will give the Appointed Person access to the reception of the HRD Antwerp – reception desk. The Appointed Person is not allowed to give or sell the Diamond Lab Access Card to any other person, for whatever reason. **In case the Diamond Lab Access Card has been lost or stolen, the Client will immediately notify the HRD Antwerp customer desk at 03 / 222 0608.** In case of loss, theft and/or damage to the Diamond Lab Access Card, a replacement fee of 100 euro will be charged.

The Client wishes to appoint the following person:

Name and First Name: .....

Function: .....

ID Card Number: .....

Signature:

The client approves that the person mentioned above:

Can only submit / can only collect / can submit **and** collect diamond services\*  
and / or

Can only submit / can only collect / can submit **and** collect jewel services\*

Client Number: .....

Client Name: .....

Antwerp, d.d. ....

.....

Signature, preceded by the handwritten mention "read and approved"

\*choose what is applicable