



GUARANTEED DIAMOND TRANSACTIONS™ SUBSCRIPTION FORM

IDEX Online SA is pleased to welcome you to our online trading service, Guaranteed Diamond Transactions™. Guaranteed Diamond Transactions™ is a user-friendly, 24/7 Web-based service that fully guarantees every individual transaction. Once becoming a member of Guaranteed Diamond Transactions™, you can shop, from the comfort of your office, at the world's largest market featuring the world's best wholesale prices.

SERVICE

Guaranteed Diamond Transactions™ is a fully automated online polished diamond trading service guaranteeing availability and timely door-to-door delivery of purchased diamonds to buyers and immediate cash payment to sellers. All merchandise acquired through the service is authenticated against a grading lab certificate, ensuring that the buyer always receives the right diamond. Providing an unbiased trading environment, Guaranteed Diamond Transactions™ enables professionals to bid for, buy and sell diamonds anytime, anywhere.

FEES

- Membership – enables buyers and sellers to access IDEX Online's professional content and trading network.
- Transactions – feature incredibly low fixed transaction fee, paid by both buyers and sellers.
- Shipping and Handling – covers door-to-door pickup and delivery, freight, insurance, authentication, duties, and related services, paid by buyers only.
- Other – transaction-related service payments (e.g. wiring fees), if applicable.

SELLER OBLIGATIONS

- Maintain updated inventory on the website.
- Make diamond available for pickup after bid acceptance (for Negotiated Transactions).
- Make diamond available for pickup once offered online (for Immediate Transactions).
- Make original diamond certificate available at time of pickup.
- Make sales receipt, in the name of the buyer, available at time of pickup.

BUYER OBLIGATIONS

Make sufficient funds in designated account available to cover transactions prior to bidding or buying.

Committed to providing you the best service at the best price, we at IDEX Online are certain you'll enjoy Guaranteed Diamond Transactions™, and are always available to assist you.

www.idexonline.com idex@idexonline.com



GUARANTEED DIAMOND TRANSACTIONS TM (the "SERVICE") RE DISCLAIMER, LEGAL RESTRICTIONS AND LIMITATION OF LIABILITY

GENERAL. Each entity subscribing to the SERVICE is subject to and must comply with the Terms and Conditions' section on the IDEX ONLINE SA ("Idexonline") website <https://www.Idexonline.com> (the "Web Site"), as well as the Security and Privacy Policies posted thereon. **The SERVICE is a business to business service only.**

Idexonline facilitates the sale/purchase transaction. It neither is a party thereto nor receives or transfers title of diamonds to or from SERVICE subscribers. Idexonline guarantees that SERVICE subscribers will either receive payment for or obtain possession of the diamond, subject matter of the transaction, or recover the diamond made available or payment made (less any fees incurred). Idexonline has no control over and does not guarantee the consummation of the transaction between SERVICE subscribers and we will not be held liable for the failure of any transaction.

THE PURCHASE/SALE TRANSACTION. Bids and all SERVICE subscribers' asking price made available under the SERVICE are binding and once accepted by a selling or buying SERVICE subscriber, as applicable, final. All transactions are final upon successful completion of the transaction and SERVICE subscribers can not ask to cancel and reverse a transaction. Subscription fees as well as various additional transaction linked charges, the details of which are available on the Web Site, are applicable to all transactions carried out via the SERVICE and subject to change upon reasonable notice. The geographical coverage of the SERVICE shall be determined by Idexonline and updated from time to time.

Upon a match between a bid and an ask price for a diamond, Idexonline shall forward withdrawal instructions in buying SERVICE subscribers' name from the buying SERVICE subscribers' designated bank account, in the amount of the diamond purchase price and any accruing Shipping & Handling and transaction fees. Once Idexonline receives indication of the diamond having been delivered, it shall forthwith forward the diamond's purchase price, net of any accruing fees to the Selling SERVICE subscribers' designated account. You hereby agree, that we may authorize the deduction withholding tax, to the extent required under any applicable law.

COURIER SERVICE & AUTHENTICATION. A courier service provider will pick-up the diamond, the diamond's certificate and the invoice from selling SERVICE subscriber for delivery to buying SERVICE subscriber. The terms, conditions and liability of the Courier Service will be agreed upon by and between each selling SERVICE subscriber and Courier Service provider.

Idexonline will administer an authentication of the diamond by using a third party objective professional service provider, in order to establish that the right diamond was picked up and delivered, by verifying that (1) the description of the diamond described on the Web Site by the selling SERVICE subscriber is similar in all material ways to the description of the diamond in its original lab certificate; and (2) Using only objective measurements (such as carat, cut, plot), that the diamond acquired matches its accompanying lab certificate. The authentication process uses only objective diamond measurements to verify a match and does **not** opine on subjective grading elements such as color and clarity. Idexonline may at its sole discretion refuse to facilitate any transaction in the event it is under the impression that it cannot accomplish unambiguous authentication.

SERVICE SUBSCRIBERS' INFORMATION AND PASSWORD. You are responsible for maintaining the confidentiality of your password and prevent non-authorized use of the SERVICE. You will be fully liable for all uses of the SERVICE attributable to your password. Upon providing us with data, information, details and figures, you grant us a worldwide, non-exclusive, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity and database rights you have therein, in any media known now or in the future, including without limitation the information pertaining to any diamond purchase transaction consummated via the SERVICE.

GENERAL DISCLAIMER AND LEGAL RESTRICTIONS. The Web Site displays information pertaining to certified diamonds from various grading laboratories in the diamond industry. We do not opine nor guarantee the grading of the diamond as 'opined' on the grading certificate. We will not be held liable for any loss, damage, cost or expense incurred or arising by reason of any person using or relying on the grading. Transactions via the SERVICE are based solely on the information presented on the Web Site as uploaded by SERVICE subscribers and are not followed by any physical inspection of the diamond by the buying SERVICE subscriber prior to its receipt. SERVICE subscribers should only buy diamonds certified by laboratories which they trust and take into account any potential laboratory grading variances.

Except as provided for hereinabove, no representations are made regarding the SERVICE, or the suitability of the information

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and content available via the SERVICE for any purpose. All information and content are provided “as is” without warranty of any kind. In no event will Idexonline be liable for any loss of goodwill, reputation or any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the SERVICE, reliance upon information and/or content made available, the delay or inability to make use the SERVICE including without limitation, due to a force majeure event, any cause or causes beyond its reasonable control or otherwise arising out of the SERVICE, whether based on contract, tort, strict liability or otherwise, even if Idexonline was advised of the possibility of damages and even if caused by or result from the negligence or bona fide error on the part of Idexonline, its officers, directors, agents, consultants or employees, or other fault.

Accessibility to the SERVICE does not imply that it is legal under the laws and regulations applicable to you. Each SERVICE subscriber is responsible to seek the advice of legal counsel in order to make sure it fully complies while making use the SERVICE with all applicable laws and regulations with respect to online trading in general, and diamond trading in particular, including, without limitation, any applicable Anti-Money Laundering and terrorist financing laws, rules and regulations.

JURISDICTION AND GOVERNING LAW. Any dispute, difference or controversy of any kind whatsoever arising out of the SERVICE, this consent or its interpretation, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules, by a single arbitrator and under Swiss law. The seat of the arbitration shall be Bern, Switzerland. The arbitral proceedings shall be conducted on the basis of documentary evidence only and in the English language.

WE THE UNDERSIGNED, having read and fully comprehended the terms and disclaimer hereby note our consent to the above.

First Name: _____ **Last Name:** _____

Title: _____

Signature

Date

Company Name: _____ Tel.: _____

Country / State: _____ E-mail: _____

Contact First Name: _____ Contact Last Name: _____

Contact E-mail: _____ Contact Phone: _____

Pick-Up Address (Default)

Country: _____ State: _____

City: _____ Address: _____

Zip Code: _____

Delivery Address (Default)

Country: _____ State: _____

City: _____ Address: _____

Zip Code: _____

To be completed by IDEX representative:

IDEX Branch: _____ Salesperson: _____

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TRADERS' AUTHORIZATION

Trader #1

First Name: _____ Last Name: _____ E-mail: _____ Mobile: _____

User Name: _____ Country: _____ State: _____

Authorization to Add / Remove Users from Guaranteed Diamond Transactions™ Service: **Yes / No**

Authorization to Sell (accept a bid, post inventory for selling online): **Yes / No**

Authorization to Buy (buy now, place a binding bid): **Yes / No**

Trader #2

First Name: _____ Last Name: _____ E-mail: _____ Mobile: _____

User Name: _____ Country: _____ State: _____

Authorization to Add / Remove Users from Guaranteed Diamond Transactions™ Service: **Yes / No**

Authorization to Sell (accept a bid, post inventory for selling online): **Yes / No**

Authorization to Buy (buy now, place a binding bid): **Yes / No**

Trader #3

First Name: _____ Last Name: _____ E-mail: _____ Mobile: _____

User Name: _____ Country: _____ State: _____

Authorization to Add / Remove users from Guaranteed Diamond Transactions™ Service: **Yes / No**

Authorization to Sell (accept a bid, post inventory for selling online): **Yes / No**

Authorization to Buy (buy now, place a binding bid): **Yes / No**

I hereby declare that I am authorized to add or remove users to the Guaranteed Diamond Transactions™ service on behalf of the Company.

First Name: _____ **Last Name:** _____

Title: _____

Signature

Date

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CREDIT AUTHORIZATION

Company Name: _____

I (we) hereby authorize IDEX Online, to initiate credit entries for Guaranteed Diamond Transactions™ to my (our) account indicated below and the financial institution named below, to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

(Bank Name)

(Bank Location)

(Account Name)

(Routing Number) – for US accounts, (see image below) **OR**

(SWIFT BIC) – for non-US accounts

(Account Number)

This authority is to remain in full force and effect until IDEX Online has received written notification from me (or either of us) of its termination in such time and manner as to afford IDEX Online and the financial institution a reasonable opportunity to act on it.

(Print Individual First Name)

(Print Individual Last Name)

(Date)

(Authorized Signature)

For sellers only:

Automatically display “Guaranteed Availability” on my entire inventory posted on IDEX Online: Yes/No

Please attach a VOIDED check from the above account to this form

The diagram shows a check form with the following fields and labels:

- Name, Address, City, State, Zip
- Date: _____
- Pay To The order of _____ \$
- Bank Name, Bank Address
- Memo: _____
- ABA Routing Code: 123456789
- Account Number: 12 34567890
- Check Number: 117

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CUSTOMER AUTHORIZATION DEBIT ACH ENTRIES

Company Name: _____

I (we) hereby authorize IDEX Online to initiate debit entries to my (our) account indicated below at the depository financial institution named below, and to debit the same to such account for payment of my IDEX Online bills. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

_____	_____
(Bank Name)	(Account Name)
_____	_____
Routing Number	Account Number (see image below)

This authorization is to remain in full force and effect until IDEX Online has received written notification from me (or either of us) of its termination in such time and manner as to afford IDEX Online and the financial institution a reasonable opportunity to act on it.

First Name: _____	Last Name: _____
(Please Print)	(Please Print)

Date: _____	Authorized Signature: _____
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Please attach a VOIDED check from the above account to this form

The diagram shows a check form with the following fields and labels:

- Name, Address, City, State, Zip
- Date: _____
- Pay To The order of _____ \$ _____
- Bank Name, Bank Address
- Memo: _____
- ABA Routing Code: 123456789
- Account Number: 12 34567890
- Check Number: 117

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ANNEX A - IDENTIFICATION & VERIFICATION FORM

Legal Name of the Company: _____

Trading Name (if other): _____

Business Address: _____

Postal Address (if other): _____

Tel No: _____

E-mail Address: _____

Website Address: _____

Directors/Owners Names: _____

Company registration Number (for US customers - Federal Tax ID#): _____

Industry Association Membership ID:

JBT ID#: _____

IDEX Membership ID# : _____ (for existing members)

Other associations (e.g.,diamondbourse,dealersclub,etc.): Name: _____ ID#: _____

I Confirm that the above details are true and correct, I also undertake to update IDEX Online with any changes to aforesaid details.

Name: _____ Sign: _____

Designation: _____ Date: _____



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