

Laboratory Location: Dubai

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 DMCC ("HRD Antwerp"), with its place of business at unit no. ALMAS-06-D, plot no: JLT-PH-A0, Jumeirah Lakes Towers, Dubai, United Arab Emirates, a company registered and licensed as a FREEZONE company under the regulations of DMCCA under license number DMCC-829603, TRN 100477080400003, 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 authority to engage 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 of 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 requests to receive an Excel file with all the available diamond examination results regarding diamonds ready to be picked up\*. (Several times a day):

YES / NO Email: .....

The Client requests to receive an Excel file with all the available diamond examination results upon termination of the grading process\*. (Several times a day):

YES / NO Email: .....

The Client requests to receive an Excel file with all the available diamond examination results in Transit\*. (Several times a day)

YES / NO Email: .....

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

YES / NO Email: .....

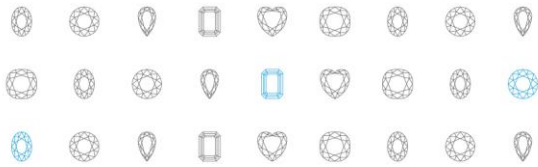
Signature: [Empty box for signature]

Details to be filled by HRD Antwerp
Received by HRD Antwerp on: .....
Client nr. (Assigned by HRD Antwerp): .....
Signature / stamp: .....

Date: .....

\* this service is supported for Microsoft 2007 and upgrade versions.

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## I. Know Your Customer – KYC

Please submit the following documents:

- Copy of the identity card of Client Representative
- Copy of the company statutes (*only in case the Client is not a U.A.E. 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: .....

Company Director: .....

Telephone: .....

Email (general): .....

TRN number: .....

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

Name of ultimate beneficial owner(s)<sup>2</sup>: .....

.....

(ii) **Trading license and tax exemption:**

Trading License : YES / NO

If YES: Trade Number: .....

IF No TRN number: please fill out (iii) Company identification details

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

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

.....

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

First and Last Name: .....

Date of Birth: .....

Address: .....

.....

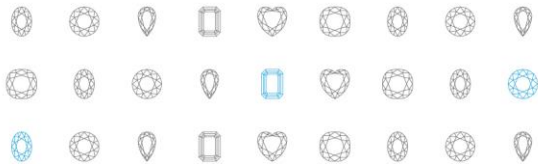
Telephone: .....

Email: .....

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

<sup>2</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.

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## II. Terms and Conditions\* (December 2022 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 6, which may change from time to time. 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 of 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 jewellery 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 Laboratory Grown 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 analyses or other laser ablation techniques) to determine if the Goods are natural, laboratory grown, 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 laboratory grown, 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 laboratory grown or that it has been treated or processed and HRD Antwerp subsequently reasonably suspects or detects that any Goods are laboratory grown 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.

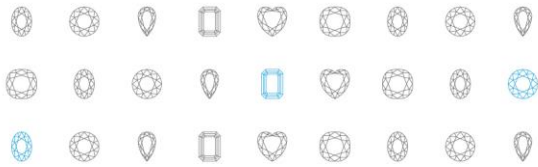
### Article 4: Indemnification

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 laboratory grown, treated or processed when the Client did not disclose to HRD Antwerp in writing at the time of submission that the Good was laboratory grown, 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.

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## Article 6: General Terms and Conditions

### 1. HRD Antwerp DMCC

The service provider is HRD Antwerp DMCC, a company registered and licensed as a FREEZONE company under the regulations of DMCCA, with registered office at unit no. ALMAS-06-D, plot no: JLT-PH-A0, Jumeirah Lakes Towers, Dubai, United Arab Emirates and license number DMCC-829603 (hereafter 'HRD Antwerp'), more specifically the department 'Diamond Lab'. The Diamond Lab offers the services described in art. 2 (hereafter the 'Service(s)').

### 2. Definitions

**Goods:** Unmounted polished diamonds and/or jewels.

**Client:** Registered client, who has completed the KYC-procedure (Know Your Customer), providing all necessary information regarding anti money laundering legislation, amongst others but not limited to its legal or statutory representation and any other person, appointed to deposit or collect Goods at HRD Antwerp. The Client is obliged to notify immediately HRD Antwerp in writing of any changes to its registration information.

**Services:** The Goods are analysed in accordance with the HRD Antwerp grading rules as amended from time to time, and as explained on the webpage <https://www.hrdantwerp.com/en/4cs>. The analysis results into one of the following reports: (i) Diamond Grading Reports as mentioned on the webpage <https://www.hrdantwerp.com/en/grading/diamond-grading-reports>; (ii) Jewellery reports, as mentioned on the webpage <https://www.hrdantwerp.com/en/grading/jewellery-reports>. Goods can only be transferred to HRD Antwerp by Clients represented by their legal or statutory representative, or any person appointed in the KYC-documents, at the sole responsibility of the Client. HRD Antwerp has a discretionary right to refuse or decline Goods and/or the provision of Services.

**Parties:** HRD Antwerp and the Client.

**Party:** HRD Antwerp or the Client.

**T&C:** These terms and conditions.

**Agreement:** The agreement between the Parties, for which these T&C apply, for the provision of the Services.

### 3. Applicability

Notwithstanding any other written agreement, these T&C are applicable to each Agreement between the Parties and to all Services, whatsoever or howsoever, superseding any potential earlier terms and conditions. The Client acknowledges to have 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

**4.1** In order to be accepted for the Services, the Goods must comply with the following conditions: (i) diamonds must be boiled and (ii) jewels need to be cleaned. When these conditions are not met, HRD Antwerp has the right to (i) refuse to provide the Services, (ii) refuse to hand over a certificate or report to the Client, notwithstanding the Client's obligation to pay for Services already performed as per the price list.

**4.2** 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.

**4.3** When the Goods are transferred to HRD Antwerp by a courier or transport company, HRD Antwerp will sign for receipt of the package, without giving 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 a courier or transport company.

**4.4** HRD Antwerp has the right to accept or refuse other certificates, reports or hallmarks provided by the Client, without any obligation to verify its contents.

**4.5** Unless explicitly requested in a written manner by the Client, (i.e., removing laser inscription), the analysis by HRD Antwerp is limited to non-destructive methods.

### 5. Prices

The applicable prices for the Services are those indicated in the latest "DUBAI Lab Standard Price List", excluding VAT. All prices can be altered at any time. The latest applicable price list can be consulted on the website: [www.hrdantwerp.com](http://www.hrdantwerp.com) or at the Diamond Labs counter. Only upon approval by HRD Antwerp and after a signed agreement, the DUBAI Corporate Price List can be applied.

### 6. Performance of the Services

**6.1** Place of performance of the Services. HRD Antwerp has the choice to perform the Services at the registered address of HRD Antwerp or in a Diamond Lab of an affiliated company, 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).

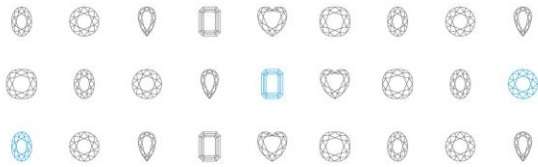
**6.2** Best efforts. The time for the performance of the Services, as indicated by HRD Antwerp to the Client is at all times approximate and indicative and Services are rendered on a best efforts-basis without any obligation of result.

**6.3** Late Performance. In case of flagrant late performance 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 default by the Client. The Client agrees that it shall not be entitled to any indemnification in case of late or non-performance of the Services.

### 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 all the outstanding amounts due immediately. HRD Antwerp has the right to suspend performance of the Services and/or exercise a lien on all Goods of the Client 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

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due automatically and without prior notice of default: (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 set-off invoices against any claim that the Client may have against HRD Antwerp.

8. **Liability**

**8.1** 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 without any obligation of result. The Client acknowledges that the performance of the Services always contains a certain level of subjectivity, given the nature of the Services. Therefore, a difference of one grade can never be considered as a proven deviated or incorrect grading result.

**8.2** In no event can HRD Antwerp for the performance of the Services be held liable for: (a) indirect damage (including consequential damage or loss of profit) resulting from the grading results/report;(b) direct or indirect damage (including consequential damage or loss of profit) after proven deviated or incorrect grading results/report following from (i) new techniques or technologies that were not yet available during the time Services were provided or (ii) repeated analysis on the same Goods;(c) 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;(d) in case of online Services for network interruptions, time differences and closing times, loss of data, loss of income, loss of password or any type of damage caused by access through unqualified persons.

**8.3** With the exception of damage caused by intentional fault or gross negligence, the liability of HRD Antwerp will always be limited to 10 times the paid price of the Services relating to the Goods or 50.000 euro, whichever of the two is the lowest figure depending on the case.

9. **Intellectual property**

The intellectual property rights on the certificate or grading report such as the name, trademark, logo, or any other intellectual property of HRD Antwerp or one of its affiliated companies remains at all times the intellectual property of HRD Antwerp or its affiliated companies. Through the performance of the Services, no intellectual property is transferred to the Client. The Client therefore does not possess the right to copy or to reproduce the certificate or grading report in any way and as such the Client cannot, in whole or in part, use the certificate or grading report in any (commercial or promotional) way that would infringe the rights of HRD Antwerp, 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, thus before the moment the Goods are accepted by the notice of receipt by HRD Antwerp at its address, and after the Goods have left this address. The Client is responsible for and bears the risks and costs of the transport. The Client will therefore 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 the responsibility of 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) any other relevant situation that causes doubt regarding the solvency of the Client, HRD Antwerp retains the right to deny/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. Any Services already performed at the moment of termination need to be paid by the Client as per the price list.

12. **Force Majeure and hardship**

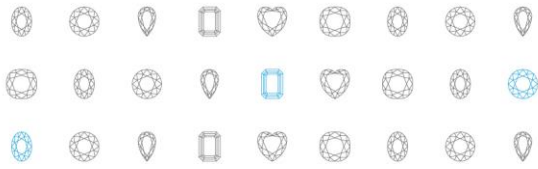
**12.1** In case performance of Services is hindered by any situation of force majeure ("Force Majeure") such performance shall be suspended. Force Majeure includes all situations wherein the performance of the Services by HRD Antwerp is, in whole or in part, temporary or not, hindered by circumstances outside of the control of HRD Antwerp, even when such situation was foreseeable at the start of the Agreement and includes, without being limited thereto, 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 of Force Majeure exceeds a period of three months, the Client has the right to terminate the Agreement with immediate effect, without the obligation to reimburse HRD Antwerp.

**12.2** 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 continuation of the Agreement. Parties will strive to find 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), 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 other Party 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

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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 of the validity of the certificate**

**14.1** Each report has a validity of maximum 10 years as from the date of issuance.

**14.2** Each report represents the characteristics of the diamond(s), gemstone(s) or the jewel at the moment of the execution of the grading process and is no guarantee or warranty with respect to the current status of the diamond(s), gemstone(s) or jewel as the diamond(s) or gemstone(s) can be treated, modified or re-cut afterwards. Nor this document is a valuation or an appraisal of it.

**14.3** Further are the following limitations for jewellery reports applicable, unless explicitly indicated:

- The report gives no indication whether gemstones are natural or synthetic, nor whether the diamonds or gemstones were treated.
- The indication of the weight of the metal, the stones and the number of pieces is not verified but based on the information given by the party who ordered the report.

**15. Limitation period**

Any complaint regarding the Services or any damage to the Goods must be notified in writing to HRD Antwerp within 8 calendar days after such damage was known, or should reasonably have been known, to the Client. Each claim regarding damage to the Goods towards HRD Antwerp is subject to a limitation period of 1 year after the occurrence of the facts leading to the damage claim when known, or should have been known, to the Client.

**16. Collection of the Goods**

When the Goods have not been collected within two years after the agreed time for the performance of the Services, HRD Antwerp will become the legal owner of the Goods and consequently has the right (but not 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.

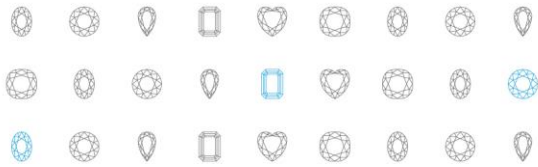
**17. Severability**

When any of the articles, in whole or in part, of these T&C 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 affected. 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.

**18. Law and jurisdiction**

Any Agreement to which these T&C apply, including all other agreement resulting therefrom, will be solely subject to UAE law, or as the case may be to DMCCA regulations, and all legal proceedings are subject to the exclusive jurisdiction of the courts of Dubai.

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### III. Privacy Policy

This privacy policy was last modified in November 2022.

#### Article 1: Legal Information

HRD Antwerp operates in accordance with the GDPR (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 Responsible Data Protection Officer: [privacy@hrdantwerp.com](mailto:privacy@hrdantwerp.com) – Tel 03/222.06.11 – 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.

"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. 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](mailto: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](mailto: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](http://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.

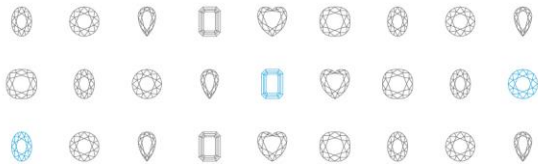
#### Article 5: Right of access, correction and erasure

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](mailto: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.

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**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](mailto: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 defence 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](mailto: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](mailto: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 carefully read 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](mailto:privacy@hrdantwerp.com). HRD Antwerp communicates any notification to the client through the Website or by email to the Client.

**Article 14: Third Parties**

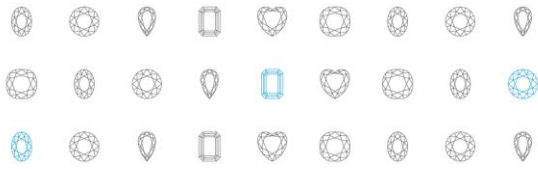
Occasionally HRD Antwerp will appeal to an external technical service provider for the processing of some data. HRD Antwerp will always ensure that any Personal Data is handled confidentially and in a safe manner. All processors are required to conform with the GDPR. The processor is not allowed to use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

Paraph:





Europe's  
leading authority in  
diamond certification

**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.

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