

## TERMS AND CONDITIONS

The terms and conditions below apply to the services requested by the Customer and together with the Requisition for Analysis, Request for Diamond Services & Chain of Custody Form or the Chain of Custody Form, as applicable, become the agreement between SRC and the Customer (the "Agreement").

1. **Provision of Services:** SRC will provide the services on a first come, first served basis and shall carry out the services promptly, diligently and in a professional manner in accordance with generally accepted analytical laboratory principals and practices. SRC shall comply with all applicable federal, provincial and municipal laws in relation to the services.
2. **On-Site Requirements:** If the Customer and/or its employees, agents or representatives attend on-site at SRC's premises, the Customer and/or its employees, agents or representatives, while on SRC's premises, agree to abide by SRC's code of ethics and its health and safety and security policies and procedures. If the Customer and/or its employees, agents or representatives are given access to SRC's network or information technology resources, the Customer and/or its employees, agents or representatives agree to abide by SRC's information technology policies and procedures.
3. **Payment Terms:** The Customer agrees to pay SRC for all services the Customer has requested. The Customer will pay all invoices in Canadian funds without any deduction or set off. Payment is due upon receipt of invoice. Interest will be charged at the rate of 1.5% per month (19.56% per annum) compounded monthly on all invoices overdue thirty (30) days or more from the invoice date. All applicable taxes, both federal and provincial, will be automatically added to invoices.
4. **Confidentiality:** All data, reports and other information relating to the services shall be treated by SRC as the confidential property of the Customer, and SRC will use its best efforts to ensure that its employees and agents will not disclose the same to any third party. The obligation of confidentiality set out in this section shall not apply to any information that: (i) is required by law to be disclosed; (ii) was in SRC's possession prior to receipt from the Customer; (iii) was lawfully obtained by SRC from a third party under no obligation of confidentiality to the Customer; or (iv) is or becomes part of the public domain through no act or failure of SRC.
5. **Reports:** All reports provided by SRC regarding the results of the services are the confidential property of the Customer. Publication by SRC of statements, conclusions or extracts from such reports is not permitted without the prior written consent of the Customer. SRC shall be entitled to retain a copy of all data and reports relating to the services provided always that the obligations of confidentiality set out in section 3 shall continue to apply for so long as SRC retains a copy of such data or reports.
6. **Sample Ownership, Storage and Archiving:** All samples provided to SRC by the Customer shall remain the property of the Customer. The Customer shall provide SRC with instructions regarding the return, disposal or archiving of samples, reject materials and pulp materials. If the Customer requests that samples, reject materials or pulp materials be archived, returned or disposed of, the Customer shall pay to SRC the applicable archival fees or any costs incurred by SRC for the return or disposal of such samples, reject materials or pulp materials. The following rules apply to the archiving and disposal of samples, reject materials and pulp materials unless alternate instructions are received by SRC from the Customer:
  - (a) All samples, other than those arising from potash exploration activities, will be stored by SRC for two calendar years following the services (the "Sample Storage Period") and are subject to archival fees. Following the Sample Storage Period, samples may be disposed of at SRC's discretion. SRC will not store samples arising from potash exploration activities and such samples may be disposed of at SRC's discretion.
  - (b) Uranium, gold or potash reject material and pulp material will be stored by SRC until January of the calendar year following the services (the "Uranium/Gold/Potash Storage Period") and are subject to archival fees. Following the Uranium/Gold/Potash Storage Period, uranium, gold or potash reject material and pulp material may be disposed of at SRC's discretion.
  - (c) DMS tailings, Flow Sort tailings and any stones recovered through diamond processing will be stored by SRC indefinitely and are subject to archival fees. Caustic residues will be stored by SRC for two calendar years following the services (the "Caustic Storage Period") and are subject to archival fees. Following the Caustic Storage Period, caustic residues may be disposed of at SRC's discretion.
  - (d) The archival fees set out in paragraphs (a), (b) and (c) above shall apply upon thirty (30) days following provision by SRC of the report regarding the results of the services.
7. **Use of SRC's Name:** The Customer shall not use SRC's name in any news release, public statement or announcement or in connection with any sale, offer for sale, advertisement or promotion of any article, product or company without the prior written consent of SRC.
8. **No Warranty:** SRC makes no representations or warranties, either express or implied, statutory or otherwise, as to any matter, including, but not limited to, the quality, merchantability or fitness for any purpose of any goods or products to be delivered pursuant to this Agreement. The Customer accepts the results of the services as is and acknowledges that any use or interpretation of the information contained in any report provided by SRC is at the Customer's own risk.
9. **Limitation of Liability:** SRC shall not be responsible for the loss, degradation, contamination and/or tampering of samples whether intentional or unintentional by the Customer, the shipping company or any other third party prior to acceptance of delivery of the samples by SRC. SRC's liability shall be limited to, at SRC's option, repayment of the amount paid by the Customer for the services that are proven to be defective or re-performance of the services claimed by the Customer to be defective. **IN NO EVENT SHALL SRC BE LIABLE TO THE CUSTOMER FOR LOST PROFITS, PUNITIVE DAMAGES OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES.**
10. **Force Majeure:** SRC shall not be liable to the Customer for any failure or delay in performance of its obligations caused by circumstances beyond its control, including, but not limited to strike, lockout or other industrial dispute; act of a public enemy; war; blockade; public riot; lightning; fire; storm; tornado; flood; explosion; governmental restraint imposed by statute, regulation or policy; shortages of material or labour; delays in transportation; delays in or lack of telecommunication services; equipment failure; inability to obtain or maintain necessary regulatory licenses; or restraint imposed by decision of a competent tribunal or authority of Canada or any Province thereof.
11. **Termination:** This Agreement may be terminated by either party by giving two (2) days prior written notice, at which time any services completed to the date of termination will become due and payable together with any other costs incurred by SRC in respect of the services, including, but not limited to, the costs of any materials purchased specifically for the services.
12. **Governing Laws and Jurisdiction:** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties shall attorn to the exclusive jurisdiction of the Courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.
13. **Dispute Resolution:** If any dispute or difference should arise between the Customer and SRC, a party shall notify the other party in writing and provide details of the dispute. The Customer and SRC shall first make all reasonable efforts to resolve their dispute through good faith negotiations. If they cannot settle the dispute through negotiation, then, unless otherwise agreed by the parties, the parties shall attempt to resolve the matter through the use of the services of a qualified mediator for the Province of Saskatchewan in accordance with mutually agreed upon procedures. If mediation is unsuccessful, and unless otherwise agreed by the parties, the parties shall arbitrate the dispute pursuant to the provisions of *The Arbitration Act, 1992* (Saskatchewan) or any similar legislation then in force and agree to the appointment of a single impartial expert arbitrator, qualified to arbitrate in the Province of Saskatchewan. Failing an agreement within fourteen (14) days as to the appointment of such arbitrator, either party may apply to the Court of Queen's Bench in the judicial centre of Saskatoon, Saskatchewan for the appointment of a single arbitrator. The Parties shall equally share the cost of mediation and/or arbitration unless directed otherwise by the mediator and/or arbitrator(s). Mediation and/or arbitration shall take place in Saskatoon, Saskatchewan. The decision shall be rendered within seven (7) days of the close of the hearing.

