

Membership Agreement

This Agreement is made and entered into as of this day, by and between accurate Grading Quality assurance, Inc., a Wisconsin Corporation ("aGQa") and aGQa Members.

RECITALS

- A. aGQa provides various services to retail and wholesale jewelers and their customers, including a grading guaranty and accompanying certificate with a digital counterpart, hardware products, and a suite of business management web-based applications ("aGQa Products").
- B. Member markets and sells jewelry and related products, and desires to utilize the services and products offered by aGQa in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of mutual promises set forth herein, the parties agree as follows:

GENERAL

aGQa hereby grants to Member a non-exclusive, non-transferable license to utilize aGQa Products, and underlying inventions, and trademarks and service marks associated therewith in accordance with the terms and provisions of this Agreement.

TERM OF AGREEMENT

This Agreement shall be effective as the date of this Agreement and shall continue until terminated as herein provided.

OBLIGATIONS OF MEMBER

- **aGQa Policies and Procedures:** Member agrees to comply at all times with the terms of this Agreement and to comply with aGQa policies and procedures as they may be established or amended by aGQa from time to time either in writing or as described on the aGQa website.
- **Business Conduct:** Member shall conduct its business operations consistent with the highest ethical standards and in a manner which will not reflect adversely upon the reputation, quality or credibility of aGQa or of aGQa Products. Member agrees that aGQa Products may be used only during Member's normal course of business, and may not be used in any manner during any liquidation, bankruptcy, going out of business sale or similar discount sale or in connection with Member's cessation of its business.
- **Complaints:** In the event that Member becomes aware of any complaints, charges or claims relating to any items sold by Member and which may relate to aGQa or aGQa Products, Member shall immediately notify aGQa of such complaints, charges or claims.
- **Trade Practices and Warranties:** Member shall not engage in any unfair trade practices and shall not make any false or misleading representations or claims with respect to aGQa or aGQa Products. Member shall not communicate any representations, guaranties or warranties with respect to aGQa Products, except as expressly authorized by aGQa in writing or as set forth in written materials provided by aGQa.

TRADE SECRETS AND CONFIDENTIAL INFORMATION

Member acknowledges that it may receive information from aGQa (including, but not limited to, marketing strategies, business plans, intellectual property, including patents and trademarks, price lists, advertising material, and technology), all of which may include trade secrets and other information which is the proprietary and confidential property of aGQa, whether or not labeled by aGQa as "confidential" at the time of disclosure. Member agrees that it will not, during the term of this Agreement and for a period of five (5) years after its termination, without the prior express written consent of aGQa reveal to any other person, firm, organization, corporation or other entity any such confidential information or trade secrets.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in and to the aGQa Products, including, without limitation, all trademarks, service marks, trade names, copyrights, patents (including, without limitation U.S. Patent #7461017), trade secrets, and business methods shall remain the sole property of aGQa or other third parties. Member will not challenge or, directly or indirectly, assert any right, title or interest in or to any of aGQa's marks or any applications or registrations thereof. In any use by Member of the trademarks, Member shall comply with all instructions as aGQa may specify from time to time. Member shall not use or display the trademarks in any manner which, in aGQa's judgment, might be deceptive or misleading or which might tend to bring aGQa into disrepute.

QUALITY CONTROL

The aGQa Products will at all times be of the highest quality and manufacturing standards. Member will use aGQa's marks only in connection with the aGQa Products and in accordance with any specifications, directions, and processes provided by aGQa or its representatives or agents from time to time. The quality of the aGQa Products will be satisfactory to aGQa, and Member will display all appropriate intellectual property notices on or in connection with the aGQa Products.

INSPECTION

Member will permit duly authorized representatives or agents of aGQa to inspect, on the premises of Member, at all reasonable times, the aGQa Products. Member will, upon request of aGQa, submit to aGQa or its designated representatives or agents, samples of the aGQa Products and all literature, packages, labeling, advertising and promotional materials, and the like prepared by or on behalf of Member using or displaying any of aGQa's marks.

WORK PRODUCT

All materials, including, without limitation, any design documentation, advertising and promotional materials, software, creative elements, graphics, logos, data, and information, created or provided by Member in connection with this Agreement, and any trade secrets, know-how, improvements, methodologies and processes related thereto will be deemed a "work made for hire," as defined in 17 U.S.C. §101, and will be the sole and exclusive property of aGQa, including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein or related thereto (collectively the "Work Product"). To the extent that ownership of the Work Product does not automatically vest in aGQa by virtue of this Agreement or otherwise, Member hereby transfers and assigns to aGQa all rights, title and interest which Member may have in and to the Work Product. Member will perform any acts that aGQa deems necessary or desirable to evidence more fully the transfer of all such rights, title and interest in and to the Work Product, including derivative works, to the fullest extent possible, including without limitation, by executing further written assignments in the forms requested by aGQa.

INDEMNIFICATION

If any claim, action or lawsuit is: (a) brought against aGQa or its affiliates, subsidiaries, officers, directors, shareholders, representatives or agents as a result of actions of Member; or (b) brought by aGQa against Member as a result of any misrepresentation by Member to its customer in connection with aGQa Products; or (c) brought by aGQa against Member for recovery of any damages or costs payable by aGQa to a customer of Member pursuant to aGQa policies and procedures; or (d) brought by aGQa against Member as a result of its breach of this Agreement, Member shall reimburse, indemnify and hold harmless aGQa and its affiliates, subsidiaries, officers, directors, shareholders, representatives or agents from all such claims, actions, damages, costs, and expenses, including reasonable attorneys fees and court costs.

DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

aGQa makes no representations or warranties of any nature whatsoever, whether express, implied, statutory or otherwise, and aGQa expressly disclaims all such representations and warranties, including any implied warranty of merchantability or fitness for a particular purpose with respect to all such aGQa products. aGQa will not be liable (whether direct or indirect, in contract or tort or otherwise) to member or any other person or entity for any loss resulting from, arising out of or relating to the aGQa products or this Agreement.

LIMITATION OF LIABILITY

aGQa will not be liable to member or any other person or entity for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenue, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of goodwill, costs of replacement goods or other indirect or consequential loss, harm or damages resulting from, relating to or arising from the aGQa products or this Agreement. the entire liability of aGQa to member or any other person or entity for any and all claims, causes of action., losses, costs, expenses, harm, liability or damages (collectively "claims") that in any manner directly or indirectly result from, arise from or relate to the aGQa products or this Agreement will be limited to the membership fee paid by member to aGQa under this Agreement.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice. In the event of any breach or non-compliance under this Agreement by Member, aGQa may terminate this Agreement immediately. Any registration numbers previously purchased by Member shall be forfeited by Member and not utilized in the event of such termination. Upon termination, Member shall immediately cease the promotion and sale of aGQa Products and the use of any aGQa materials.

ENFORCEMENT

If Member should violate any of the terms of this Agreement, aGQa shall be entitled to an injunction to be issued by any competent court of equity enjoining and restraining Member from such wrongful acts. aGQa shall also be entitled to any other right or remedy available

to it under law or in equity, including the right to seek and recover monetary damages, together with its costs, fees, and expenses, including reasonable attorneys fees, incurred in enforcing Member's obligations and responsibilities under this Agreement.

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Wisconsin. The parties agree that the Circuit Courts of Dane County, Wisconsin, shall be the proper and exclusive venue and forum for any action relating to a dispute between the parties arising out of, or related to, this Agreement.

MEMBER SPECIFIC OBLIGATIONS AND PRICING

See attached amendments, if applicable.

ASSIGNMENT

This Agreement shall not be assignable by Member without the prior written consent of aGQa.

ENTIRE AGREEMENT

This Agreement constitutes the final written expression of all the agreements between the parties. No addition or modification of any provision of this Agreement shall be binding upon any party unless made in writing and signed by all parties.

accurate Grading Quality assurance, Inc.
Steven K. Yeko, Sr. - President
2500 Milton Ave, Suite 110
Janesville, Wisconsin, USA 53546
Phone: 1-866-999-2472

Company Name

Officer/Representative

Address, City, State, Zip

Phone

I hereby agree to the terms of this agreement and any terms set forth in attached Member Specific Obligations and Pricing, if applicable.

Signature

Name/Title

Date