
MEMBERSHIP AGREEMENT

To the Responsible Jewellery Council,

Through our application for commercial membership in the Responsible Jewellery Council (RJC),

Company name K&D Diamonds, Inc

is demonstrating its commitment to advance responsible ethical, social and environmental practices in a transparent and accountable manner throughout the RJC scope materials supply chain, from mine to retail. In consideration of the RJC agreeing to our membership we agree as follows:

- We commit to support the mission of the RJC
- We shall implement continuous improvement processes to achieve increased performance and higher standards for responsible business practices
- We shall endorse the vision, mission and mandatory standards of the RJC and endeavour to implement them into our own business practices
- We shall achieve certification under the RJC member certification system within two years after joining the RJC
- We shall comply with the policies and rules of the RJC applicable to members ("Member Policies") and agree that the RJC reserves the right, at any time, to update and change any or all of the Member Policies, in its sole discretion. The RJC will post any updated versions of Member Policies on the website, www.responsiblejewellery.com and we agree that our continued membership of the RJC after any such changes have been made shall constitute our consent to such changes. We agree we are responsible for regularly reviewing the most current version of the Membership Policies, which are currently available at www.responsiblejewellery.com.
- We confirm that we are actively involved for commercial reasons in the RJC scope materials supply chain and will pay the annual RJC membership fee
- We agree to provide commercially sensitive information to the RJC where such information is needed by the RJC for operational, legal or other reasons, and understand that such information will be kept confidential and will never be disclosed to any third party, including other members of the RJC.
- We are not currently engaged in any activity that might bring the RJC into disrepute
- We agree to the name of our company, scope of membership, business activity and the date of joining being listed on the RJC's website, if we are accepted as an RJC member


- We agree that upon certification, our certification status, certificate and certification scope will be published on the RJC website
- We understand that RJC membership and certification cannot be used to encompass elements beyond the current RJC scope materials supply chain
- We agree and understand that the compulsory COP certification is a management systems certification based on a third-party audit of our business practices in accordance with the provisions contained therein
- We will not use the RJC name and/or logo in any way that conveys a false impression about what areas and entities of our business are covered by the RJC membership and certification
- We will not use the RJC name and/or certified member logo in any way that implies that a jewellery product or jewellery materials, or the supply chain for the product or materials, are certified or endorsed by the RJC
- We agree and understand that only RJC members who are Chain-of-Custody (CoC) Certified are authorised to use the RJC logo, CoC Stamp or CoC Certificate on or in conjunction with CoC Material, as defined by the RJC CoC Standard.
- We will not allow affiliated non-RJC certified business partners to use the RJC logo or designs incorporating the RJC logo
- We agree and understand that having paid all money due from us to the RJC, we may terminate our membership on giving one month's notice in writing to the Executive Director of our intention to do so and we shall be removed from the Register of Members once the termination is confirmed.
- We agree and understand that should our membership cease for any reason, our certification will be rendered invalid and withdrawn by the RJC.
- We understand that the RJC membership fee is payable upon acceptance of membership, that the annual membership fee is calculated on the basis of Annual Relevant Sales, and we commit to pay the annual membership fee when invoiced for same by the RJC.
- We agree and confirm that upon termination, we will remove all reference to the RJC from our company documentation and website and any other place(s) where our membership was previously mentioned.
- We accept that our membership of the RJC and certification may be withdrawn or suspended at the RJC's sole discretion, including (without limitation) if we fail to comply with this Membership Agreement or any other undertakings given by us or in any other way our actions or omissions threaten to bring the RJC into disrepute.
- We agree that under no circumstances shall the RJC be liable to us or to anyone claiming through us for any loss of profits or revenue, or for any losses in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise under this Membership Agreement for termination of membership or certification or otherwise, however arising, and even if the RJC has been advised of the possibility of such loss.

- We agree that the essential purpose of the paragraph above is to allocate the risks under this Membership Agreement and that the membership fees would have been substantially higher if the RJC assumed any further liability. We agree that this liability section shall be enforceable to the maximum extent permitted under English law. Nothing in this Membership Agreement excludes the liability of the RJC for any other liability which cannot be excluded or limited by law
- This Membership Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction

Declaration

Name of Business Owner,
CEO or equivalent David Dresdner

Job title of Business Owner,
CEO or equivalent Vice President

Signature 

Date 8/11/22