



SUPPLIER'S COMPLIANCE MANUAL

SECTION I

TERMS AND CONDITIONS

All Purchase Orders issued for the purchase of jewelry, gemstones and/or other products by JTV® (as defined below) are subject to the following Terms and Conditions and all provisions of the JTV Supplier's Compliance Manual (the "Manual"), and these Terms and Conditions and all provisions of the Manual are incorporated by reference into such Purchase Orders.

JTV® TERMS AND CONDITIONS OF PURCHASE FOR JEWELRY, GEMSTONES AND OTHER PRODUCTS

Any Purchase Order issued by America's Collectibles Network, Inc., d/b/a JTV® or any of its affiliates which incorporate these terms and conditions (collectively, "JTV") (a "Purchase Order") constitutes an offer by JTV to the vendor to whom the Purchase Order is issued ("Seller," "Vendor," or "Supplier") to purchase the products, articles, materials, services or other personal property covered by the Purchase Order (the "Product" or "Products") exclusively upon the terms and conditions of purchase set forth below (or incorporated herein by reference or as supplemented or modified by the China Addendum attached hereto, if applicable) (these "Terms") and shall be deemed wholly accepted by Seller and therefore become a binding contract including such terms and conditions, which contract will be enforceable against Seller upon the first of the following to occur: (i) issuance of an order acknowledgment hereof by Seller, (ii) commencement of performance of the Purchase Order by Seller, or (iii) issuance of an invoice by Seller. These Terms are incorporated by reference into any Purchase Order for Product(s) issued by JTV on and after February 15, 2023. No contrary or additional terms or conditions of sale proposed by Seller will be accepted by JTV and any such proposed contrary or additional terms are to be construed as proposals for addition to the Purchase Order which are hereby expressly rejected by JTV unless otherwise indicated in a written instrument executed by an authorized officer of JTV making specific reference to these Terms and the specific contrary or additional terms proposed by Seller.

1. Price. The price for the Product sold under any Purchase Order shall not be higher than that appearing on the face of the Purchase Order or if no price appears thereon, then not higher than the last price quoted by Seller. The prices stated on the Purchase Order are stated in United States Dollars and are not subject to exchange rate adjustments. Payments shall be in United States Dollars. No additional charges for boxing, packing or crating will be honored unless specifically provided for in the Purchase Order.

2. Certification, Warranty and Indemnity.

(a) By accepting any Purchase Order, Seller certifies, represents and warrants as follows: (i) all Products sold and delivered to JTV under a Purchase Order are as described on the face of the Purchase Order and in conformity with samples provided to JTV; (ii) any weight listed for a Product represents the minimum weight of any of the Products included; (iii) the Products shipped to JTV, the use of the Products for their normal purposes and the resale thereof by JTV do not infringe or violate any patent, copyright, trademark, service mark, trade secret or any other intellectual property right of any other person (iv) precious metal content, gemstone treatments, and countries of origin for Products or their components are fully and accurately disclosed on Seller's invoice and/or in the completed Jewelry Treatment Disclosure & Description Form, Gemstone Treatment Disclosure Form, Jewel School Treatment Disclosure Form, Costume Jewelry Treatment Disclosure Form or other disclosure form submitted with the Products (collectively, the "Disclosure Forms"), in compliance with the U.S. Federal Trade Commission ("FTC") Guides for the Jewelry, Precious Metals and Pewter Industries (the "FTC Guides") and any other applicable laws, rules, or regulations; (v) all Products sold and delivered to JTV are merchantable and of good quality and workmanship and free from defects in design, manufacture, material and workmanship; (vi) the Products are safe for all purposes and shall be fit for the Product's intended uses and are new (unless otherwise agreed in writing by an authorized representative of JTV), genuine, authentic and have not been improperly obtained; (vii) Seller has good and merchantable title to the Products, and the Products are free and clear of all liens, claims, encumbrances or restrictions; (viii) all information provided in connection with the Products, whether written or oral, is accurate, complete, truthful and not misleading or deceptive and is fully supportable such that JTV can reasonably rely upon it in making sales presentations or in otherwise marketing the Products; (ix) the possession and/or sale of the Products by JTV will not violate any national, state, provincial, territorial or local law, rule or regulation of any jurisdiction where JTV programming is carried or where www.jewelrytelevision.com (or www.jtv.com) is carried or accessible, including, but not limited to, the United States, each of the fifty states, the District of Columbia, Puerto Rico, Canada or any Canadian province or territory ("any Applicable Jurisdiction"); (x) the Products are compliant with all applicable laws, rules and

regulations in effect in any Applicable Jurisdiction, including, but not limited to, the FTC Guides; (xi) the Products, raw materials related thereto or components thereof do not have any direct or indirect connection to persons subject to or otherwise designated on, or owned or controlled by persons designated on, any list of prohibited or restricted persons, including, but not limited to, the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the U.S. Department of Commerce's Entity List), the European Union or its member states or other applicable government authority (xii) the sale of Products by Seller to JTV and the sale of Products by JTV will not violate any agreement to which Seller is a party or otherwise bound; (xiii) in supplying the Products, Seller has complied with all applicable laws, rules and regulations of the country where the Products are produced, manufactured or sold, including, but not limited to, laws against child labor, forced labor and unsafe working conditions, and if asked, Seller will confirm such compliance in writing, (xiv) all jewelry Products containing precious metals and manufactured for or sold to or through JTV shall have a permanent marking of the metal (including its fineness), (xv) any jewelry Product that has a quality mark (i.e. 14 kt. gold, plat., etc.) stamped or otherwise affixed to the article will also have a registered trademark affixed in the same method next to the quality mark in compliance with the U.S. National Gold and Silver Stamping Act, 15 U.S.C. § 297, and (xvi) any information or labeling affixed to, or otherwise provided for, Products is compliant with all applicable laws, rules and regulations in effect in any Applicable Jurisdiction, including, but not limited to, the Federal Hazardous Substance Act, the Fair Packaging and Labeling Act, the Federal Trade Commission Act, the California Cleaning Product Right to Know Act, New York's laws, rules and regulations governing household cleansing products, and Canada's Consumer Packaging and Labelling Act.

By shipping Products to JTV, Seller certifies, represents and warrants that such Products (i) comply with the requirements and/or restrictions of all applicable national, federal, state, provincial and territorial laws, rules and regulations related to lead, cadmium and other regulated substances content and do not require a warning to JTV's customers related to lead, cadmium or other regulated substances under any applicable national, federal, state, provincial or territorial law, rule or regulation, and (ii) do not contain any material that is from a species that is listed as endangered or threatened under U.S. or Canadian fish, plant and wildlife laws, rules and regulations and that the material in the Products meets the requirements necessary for importation under U.S. and Canadian fish, plant and wildlife laws, rules and regulations.

Seller further certifies, represents and warrants as follows: (i) if it is an entity, it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which the entity is registered; (ii) it has all requisite right, power and authority to enter into these Terms, perform its obligations hereunder and grant the rights, licenses and authorizations in these Terms; (iii) any information provided or made available by Seller to JTV is at all times accurate and complete; (iv) it conducts its business in accordance with the USA PATRIOT Act and the regulations promulgated thereunder, including, but not limited to, 31 CFR Part 1027, and any other applicable anti-money laundering laws, rules and regulations applicable in the jurisdiction(s) in which Seller operates or engages in business; (v) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; (vi) the Products conform with the requirements of all, and require no warnings to consumers under any, applicable laws, rules and regulations related to the presence of lead, cadmium and other regulated substances in Products for sale to consumers, including, but not limited to, 16 CFR § 1500.230, Guidance for lead (Pb) in consumer products, 16 CFR Part 1303, Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint, the United States Consumer Product Safety Act and the regulations promulgated thereunder, the State of California's Metal-Containing Jewelry Law, Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) and the regulations promulgated thereunder, and any other applicable laws, rules and regulations governing, restricting, or requiring warnings related to the levels of lead, cadmium, and other regulated substances in Products; (vii) it conducts its business in accordance with the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, *et seq.*, (viii) the diamond jewelry and gemstone Products that it sells to JTV comply with the Kimberley Process, and the Products and the raw materials contained therein are in compliance with all relevant international, national and local laws and treaties; (ix) any gemstone Products that have become radioactive through irradiation have been treated, imported and/or initially distributed in the United States in compliance with United States licensing regulations and, as applicable, any Canadian laws, rules and regulations; (x) the Products and the raw materials contained therein are obtained by methods that are the least harmful to the environment and the affected communities and are processed or manufactured using fair labor standards and practices; and (xi) it has and will comply with all applicable laws, rules and regulations in performance of its obligations and the exercise of its rights under these Terms.

Seller agrees that the foregoing certifications, representations, and warranties and the below indemnity, along with those otherwise specified elsewhere in these Terms, are for the benefit of JTV, its parent, subsidiaries and affiliates, and their officers, directors, shareholders, employees, agents, successors, assigns and customers, and that such certifications, representations, warranties and indemnity are in addition to any certification, representation, warranty or indemnity expressly furnished or represented to JTV by Seller and will survive the payment and any acceptance of Products by JTV, the purchase and sale of the Products by JTV and its customers and the termination of Seller's relationship with JTV, if applicable. Seller agrees to notify JTV promptly of any events or circumstances that may cause the certifications, representations and warranties contained in these Terms to be inaccurate, untrue or breached in any way.

(b) Seller shall defend, indemnify and hold harmless JTV, its parent, subsidiaries and affiliates, and their officers, directors, shareholders, employees, agents, successors, assigns and customers, from and against any and all costs (including, without limitation, reasonable attorneys' and experts' fees incurred), expenses, damages, losses, claims (actual or alleged), causes of action, suits, obligations, demands, liabilities, penalties and judgments (collectively, "Actions, Costs and Losses") attributable to, caused by, resulting from, arising from, related to, or connected with, in whole or in part, Seller's failure to, and/or any Product that fails to, conform to any certification, representation or warranty set forth in these Terms or which is created or implied by or under applicable law.

(c) If any of the Products delivered by Seller do not conform with any of the certifications, representations or warranties in these Terms or meet the description or samples provided by Seller or the description or information on any Disclosure Form, other document associated with the sale or any other communication to JTV, JTV is entitled to enforce any available rights and remedies in law or equity; in addition, JTV may, at its option, (i) return the lot or any portion thereof of such defective or nonconforming Product to Seller at Seller's expense and recover from Seller all amounts paid therefor, including shipping and any applicable tariffs paid and any permitted fines, additional processing fees and chargebacks as specified in the Manual or (ii) if JTV relies upon Seller's certifications, representations, warranties and/or incorrect description of a Product and sells such defective or non-conforming Product to JTV's customers, (a) require payment or, in JTV's sole discretion, credit (by set-off or otherwise) from Seller in an amount equal to the cost paid to Seller for any unsold goods in the lot, plus shipping, handling and tariff charges paid by JTV for the goods and shipping and tariff charges required to return the unsold goods to Seller, (b) require reimbursement by Seller (including by set-off as set forth above) for the amount of refunds made by JTV to customers for the incorrectly certified, represented, warranted and/or described items, including shipping and handling charges, without any offset for return of the merchandise as the customer may be allowed to retain it, and (c) recover from Seller an amount equal to JTV's lost profit for the unsold merchandise, which shall be equal to the difference between the retail price of the item and the cost paid to Seller.

3. Inspection. All Products shall be subject to final inspection and acceptance by JTV at its facility notwithstanding prior payment or inspection at Seller's facility. Receipt of Products at JTV's specified place of delivery does not constitute acceptance of Products on behalf of JTV. JTV may, at its option, either hold rejected Products for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense and at Seller's risk for, at JTV's sole option, replacement or refund, and Seller shall promptly reimburse JTV for any and all damages sustained by JTV as a result of failure of Products to conform to the provisions and specifications set forth in these Terms.

4. Time and Delivery. Because JTV's business and operations are in part dependent on receipt of the Products that are the subject of these Terms, timely delivery of the Products is essential to the performance of Seller's obligations hereunder. Unless otherwise specified on the face of the Purchase Order, terms of delivery of the Products are FOB point of origin (to be specified by JTV Logistics) with freight collect on JTV's accounts. Upon receipt of a Purchase Order, Seller must communicate with JTV Logistics to ensure that the Products are received by JTV by the ETA Date specified on the Purchase Order in the most cost-effective manner possible. Deliveries shall be made at the times and of the quantities specified on the face of the Purchase Order, and Seller shall not, without the written consent of JTV, make shipments in advance of such schedule. Over-shipments may, in JTV's sole discretion, (i) be returned by JTV at Seller's expense and risk, (ii) be retained by JTV at a newly negotiated price, or (iii) result in Seller incurring a chargeback fee as set forth in the Manual before JTV's acceptance of the overshipment

5. Incomplete/Late Shipments; Packaging. If an order is not complete on the first shipment of the Product, Seller must obtain written approval from JTV to ship the balance of the order, and Seller shall be responsible for the additional shipping costs unless JTV Logistics has approved splitting the shipment in advance. Seller shall not make any commitment or production arrangements in excess of the amounts, or in advance of the time, necessary to meet JTV's delivery schedule for Products.

The ETA Date on the Purchase Order is the date on which the Products are required to be in JTV's facility in Knoxville, Tennessee. If the Products from a Purchase Order are not received in JTV's Knoxville facility by the ETA Date specified on JTV's Purchase Order (or if it becomes apparent to JTV that the Products will not be received by the ETA Date), JTV may, in its sole discretion, (1) return the Products in part or in full at Seller's cost and risk, including shipping costs and all applicable tariffs for shipment to and from JTV, (2) renegotiate the price of the Products, (3) if the Products have not been received by JTV at the Knoxville facility, cancel the order without incurring any payment obligation whatsoever to Seller or any shipping or tariff costs, (4) delay shipment of the Products to a later time, (5) assess a chargeback fee against Sellers as set forth in the Manual, and/or (6) avail itself of any other remedy available under applicable law or contract.

Seller shall preserve, pack, package and handle the Products ordered by JTV so as to protect the Products from loss or damage and in accordance with good commercial practice and JTV's specifications, if any, and shall include a copy of Seller's invoice, with the Purchase Order number noted on Seller's invoice, with the shipment. Seller shall be liable for, and shall promptly refund to JTV, the amount of any loss or damage due to Seller's failure to properly preserve, pack or handle such Products. Improper or inadequate packaging, including but not limited to, proper box weight/strength may result in a chargeback to Seller. Seller must include all valid Customs documentation, including, but not limited to, proper export paperwork, commercial invoice, packing list and detailed information about the Products, to permit timely clearance of Customs.

6. Excusable Failure or Delay. Neither JTV nor Seller shall be held liable or responsible for, nor be deemed to have breached these Terms due to, a failure or delay in performing its obligations hereunder where such failure or delay is primarily attributable to, or results from: (i) any act of God or of the public enemy, (ii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, (iii) compliance with laws, governmental acts, regulations or orders, in any case, not in effect as of the date of a Purchase Order, or (iv) fire, flood, earthquake, quarantine, embargo, epidemic or unusually severe weather. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in delivery or acceptance and of the period of time the occurrence is expected to continue and shall exert its best efforts to avoid further delay and to ensure the effects of occurrence are minimized.

7. Termination Rights. JTV reserves the right to terminate all or any part of a Purchase Order in the event any of the following occurs:

- (a) Seller is declared insolvent;
- (b) Seller voluntarily or involuntarily files for bankruptcy;
- (c) A receiver or trustee is appointed for Seller;
- (d) Seller executes an assignment for the benefits of its creditors; or
- (e) Seller breaches any of the terms of a Purchase Order or these Terms.

8. Assignment of Design Rights to JTV. If Seller manufactures Products pursuant to JTV's specifications in a design provided by JTV, Seller agrees that JTV owns all right, title or interest, including (without limitation) copyright and patent rights as applicable ("Design Rights") in such Product. Seller will, at JTV's request, execute and deliver such documents as in JTV's opinion may be necessary, proper, appropriate, convenient or expedient to protect, register, enforce or evidence further JTV's ownership of such Design Rights.

9. Indemnification; Insurance. Seller shall defend, indemnify and hold harmless JTV, its parent, subsidiaries and affiliates, and their officers, directors, shareholders, employees, agents, successors, assigns and customers, from and against any and all Actions, Costs and Losses caused by, resulting from, attributable to, arising from, related to or connected with, in whole or in part: (a) Seller's non-compliance with applicable laws, (b) the Products and their use, including but not limited to any actual or alleged infringement of intellectual property rights and any death, personal injury, or disability (to the extent the injury, disability or death is not caused by JTV) or property damage, caused by, resulting from, or related to the Products, their use, or Seller's actions or omissions, and (c) the actual or alleged breach of any representations or warranties Seller has made under these Terms. Seller shall maintain public liability, general liability and property damage insurance in reasonable limits covering the obligations set forth above and shall maintain proper workers' compensation insurance as required by law applicable to Seller covering all employees performing work under these Terms.

10. Confidentiality. All data and other information obtained by Seller from JTV in connection with any Purchase Order, and the identity of any Product to be delivered to JTV under any Purchase Order, shall (i) be held in strict confidence by Seller, (ii) be used solely in connection with performing its obligations under any Purchase Order or other requisition, and (iii) not be used for any purpose other than for the purpose of enabling Seller to fulfill its obligations under a Purchase Order and these Terms. Seller shall treat such data, information and Product with the same degree of confidence that it uses to protect its own proprietary or confidential information (but in any event not less than a reasonable standard of care) and shall ensure that each of its employees to whom such data, information or Product is known is bound to maintain the confidentiality of such data, information or Product by separate agreement with Seller or by operation of law.

11. Right of Set-Off. Any amount that becomes owing to JTV under an assessment, for breach of contract, or under the terms of these Terms may be collected, in whole or in part and without notice, by JTV by set-off from amounts otherwise owing to Seller. In addition, JTV shall have the right to set-off all amounts JTV owes to Seller, whether due under these Terms or otherwise, against any amounts owed by Seller to JTV.

12. No Assignment. Neither any Purchase Order, these Terms nor any right or obligation of Seller hereunder may be assigned, transferred or delegated by Seller, by contract, merger, operation of law, or otherwise, to any other party without the prior written consent of JTV, which such consent may be granted or withheld in JTV's sole discretion. Any attempt by Seller to assign, transfer or delegate rights or obligations hereunder in violation of this section is void. Seller is not permitted to engage subcontractors in connection with the performance of its obligations to JTV hereunder without the prior written consent of JTV, except for subcontracts for materials. Subject to the foregoing, these Terms and the Manual will be binding on, inure to and be enforceable against JTV, Seller and their respective successors and assigns.

13. Independent Contractor. Seller is an independent contractor, and nothing in any Purchase Order or in these Terms is intended to, nor does, create any joint venture, partnership, agency, franchise, sales representative, employment or similar relationship between JTV and Seller, other than a JTV and seller relationship. Seller shall not be, and is not authorized to represent itself as, an agent or representative of JTV for any purposes. These Terms and the Manual do not create an exclusive relationship between JTV and Seller. Nothing expressed or mentioned in or implied from these Terms is intended or will be construed to give to any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or in respect to these Terms. These Terms and all of the representations, warranties, covenants, conditions, and provisions in these Terms are intended to be and are for the sole and exclusive benefit of JTV and Seller.

14. Waiver. JTV's failure to insist in any one or more instances upon the full performance by Seller of any term, covenant, obligation, covenant or condition imposed on it by these Terms shall not be construed as a waiver of any right available to JTV hereunder with respect to such nonperformance or as JTV's condoning further nonperformance.

15. Changes to Purchase Orders, these Terms and the Manual. JTV shall have the right at any time, by written notice, to make any changes to a Purchase Order it deems necessary, including, but not limited to, changes in specifications, design, delivery, packing, or destination. If any such change causes an increase or decrease in the cost of or time for performance, an equitable adjustment shall be made in the contract price or delivery schedule or both. No change or modification of these Terms or the Manual by Seller shall be effective against JTV unless it is made in a writing making specific reference to these Terms, the Manual and the Purchase Order and is acknowledged and signed by an authorized representative of JTV. JTV may change or modify these Terms and the Manual from time to time in its sole discretion. JTV will make reasonable efforts to notify Seller of any changes or modifications to these Terms or the Manual, but JTV cannot guarantee that Seller will receive notice of such changes or modifications. Any change or modification of these Terms, the Manual or any Purchase Order issued by JTV shall be effective against Seller upon Seller's acceptance of a Purchase Order issued subsequent to such change or modification.

16. Governing Law; Jurisdiction. Any Purchase Order and these Terms shall be governed exclusively by the laws of the State of Tennessee, United States of America without regard to its conflicts of laws principles that would have a contrary result. The parties agree that the application of the United Nations Convention on the International Sale of Goods (UNCISG) is expressly excluded and shall have no application to these Terms or the parties' relationship. JTV and Seller agree that, if any dispute, claim, action, proceeding, or controversy between JTV and Seller related to any Purchase Order, the Products, these Terms, the Manual, any copyrights, trademarks, or other intellectual property and/or the parties' relationship cannot be resolved through good faith negotiations, the exclusive jurisdiction and venue of any action relating to a Purchase Order, the Products, these Terms, the Manual, any copyrights, trademarks, or other intellectual property and/or the parties' relationship shall be in the federal or state courts located in Knox County, Tennessee, United States of

America. Seller and JTV irrevocably submit to the exclusive jurisdiction of such courts and expressly waive any defenses based on personal jurisdiction, venue and inconvenient forum.

17. JURY TRIAL WAIVER; CLASS ACTION WAIVER. EACH OF SELLER AND JTV IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO A PURCHASE ORDER, THE PRODUCTS, THESE TERMS OR THE MANUAL. SELLER EXPRESSLY WAIVES ITS RIGHT TO PARTICIPATE IN OR BRING ANY CLASS ACTION AGAINST JTV AS LEAD PLAINTIFF, CLASS REPRESENTATIVE, CLASS MEMBER OR PRIVATE ATTORNEY GENERAL OR AS PART OF A CONSOLIDATED ACTION.

18. TIME LIMIT ON ACTIONS. SELLER MUST FILE IN A COURT OF COMPETENT JURISDICTION ANY AND ALL DISPUTES, CLAIMS, ACTIONS, PROCEEDINGS, SUITS OR CONTROVERSIES (COLLECTIVELY, "ACTIONS") ARISING FROM, RELATED TO OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, THESE TERMS, THE MANUAL, ANY PURCHASE ORDER, THE PRODUCTS, ANY COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY AND/OR THE PARTIES' RELATIONSHIP NO LATER THAN ONE (1) YEAR AFTER THE DATE THE FIRST BREACH, FIRST VIOLATION, AND/OR FIRST INFRINGEMENT OCCURS, REGARDLESS OF SELLER'S LACK OF KNOWLEDGE THEREOF (THE "ACTION FILING PERIOD"). IF AN ACTION ALLEGES MULTIPLE BREACHES, VIOLATIONS AND/OR INFRINGEMENTS OCCURRED AS PART OF A SERIES OF CONNECTED, RELATED OR IDENTICAL ACTS OR OMISSIONS, THE ACTION FILING PERIOD SHALL BE BEGIN RUNNING FROM THE DATE OF FIRST BREACH, FIRST VIOLATION, AND/OR FIRST INFRINGEMENT, AND THE EXPIRATION OF SUCH ACTION FILING PERIOD SHALL BAR ANY ACTION FOR ANY AND ALL BREACHES, VIOLATIONS AND/OR INFRINGEMENTS IN THE SERIES. SELLER EXPRESSLY WAIVES THE RIGHT TO FILE AN ACTION ARISING FROM, RELATED TO OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, THESE TERMS, THE MANUAL, ANY PURCHASE ORDER, THE PRODUCTS, ANY COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY AND/OR THE PARTIES' RELATIONSHIP UNDER ANY LONGER STATUTE OF LIMITATIONS.

19. Taxes and Duties. The prices stated in a Purchase Order and/or these Terms include all applicable taxes and duties, except state and local sales and use taxes. For all Products to be delivered to JTV or JTV's carrier outside the United States and imported to the United States by JTV, JTV is responsible for all United States duties and import fees, and Seller is responsible for all non-United States duties and export fees.

20. LIMITATION OF LIABILITY. IN NO EVENT SHALL JTV OR ITS PARENT, SUBSIDIARIES, AND AFFILIATES, OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO SELLER OR TO ANY THIRD PARTY FOR DAMAGES ARISING OUT OF OR RELATING TO ANY PURCHASE ORDER IN AN AMOUNT THAT EXCEEDS THE AMOUNT PAID BY JTV UNDER THE PURCHASE ORDER, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND REVENUES OR BUSINESS INTERRUPTION) WHETHER IN CONTRACT OR IN TORT, EVEN IF JTV KNEW, SHOULD HAVE KNOWN OR IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Attorney's Fees. If JTV is required to take any legal action to enforce any of its rights under a Purchase Order, these Terms or the Manual, JTV shall be entitled to recover, in addition to all other damages to which JTV is entitled, its reasonable costs, expenses and attorney's fees incurred by it.

22. Supplier's Compliance Manual. All provisions of the Manual (in addition to these Terms) are incorporated herein by this reference as if they were set forth in full herein. Seller and its Products shall be in full compliance with all provisions of the Manual. If Seller is noncompliant with any of the provisions of the Manual, JTV may pursue any remedy provided for under applicable law, these Terms or elsewhere set forth in the Manual. Any terms that are capitalized elsewhere in the Manual and not specifically defined in such other sections of the Manual shall have the meaning given to such terms in these Terms.

23. Severability. If any provision of these Terms is held to be unlawful, void or unenforceable by a court of competent jurisdiction, Seller and JTV agree that such court shall modify such provision in a manner that will make it valid and enforceable to the greatest extent permitted by law. If, however, such court concludes that such provision cannot be so modified, the relevant provision shall be deemed severable from the terms herein and shall not affect the validity and enforceability of other provisions of these Terms.

24. Inclusive Meaning; Headings. Unless the context of these Terms otherwise clearly requires, references to the plural include the singular, the singular the plural, the part the whole, and “or” has the inclusive meaning represented by the phrase “and/or.” The headings and captions in these Terms are intended for convenience only and shall in no way affect the interpretation of these Terms.

CHINA ADDENDUM
TO THE JTV® TERMS AND CONDITIONS OF PURCHASE FOR
JEWELRY, GEMSTONES AND OTHER PRODUCTS

This China Addendum (this “Addendum”) to the JTV® Terms and Conditions of Purchase for Jewelry, Gemstones and Other Products (the “Terms”) applies only to Sellers located in the People’s Republic of China. For purposes of this Addendum, a Seller’s location is determined by the address stated in Purchase Orders submitted by JTV to Seller, or, if none, the address reflected in JTV’s business records with respect to the Seller. To the extent that any of the provisions in this Addendum conflict with any provision of the Terms, including specifically the dispute resolution provisions set forth in Section 16 of the Terms, the provisions of this Addendum shall govern.

1. **IP Rights.** “IP Rights” means any and all patent, copyright, trademark, service mark, trade secret or any other intellectual property rights of any other party that are legally protected, either by statutes, common law or in equity (if applicable), in the People’s Republic of China, the United States, and/or all those jurisdictions where the Products are used or to be used.

2. **Indemnification.** Seller certifies, represents and warrants that the Products it delivers to JTV, and the use of the Products for their normal purposes, do not infringe or violate any IP Rights in any jurisdictions where the Products are used or to be used. Seller shall indemnify, hold harmless and defend JTV, its parent, subsidiaries and affiliates, and their officers, directors, shareholders, employees, agents, successors, assigns and customers, from and against any and all losses, damages, liabilities, claims (actual or alleged), causes of action, obligations, demands, suits at law or in equity, violations, penalties, costs and expenses (including, without limitation, investigation costs, expert costs, and reasonable attorneys’ fees at trial and on appeal) arising out of, or in any way related to or connected with, any such infringement or violation of any IP Rights (collectively, “IP Claims”). Seller shall notify JTV of any IP Claims by a third party in any jurisdiction. Seller shall undertake the defense of any action related to IP Claims with such assistance from JTV as JTV shall determine in its sole discretion.

3. **Governing Law.** Except as set forth in Section 4 below, this Addendum and the Terms shall be governed by, and construed in accordance with, the laws of the State of Tennessee, United States of America without regard to its conflicts of laws principles that would have a contrary result. The application of the United Nations Convention on the International Sale of Goods (UNCISG) is expressly excluded and shall have no application to this Addendum or the parties’ relationship.

4. **Settlement of Disputes.**

4.1 The parties shall endeavor to resolve amicably by negotiation any dispute, controversy, difference or claim arising between Seller and JTV out of or relating to the Terms and/or this Addendum, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (a “Dispute”). All communications during the negotiation are confidential and shall be treated as made in the course of compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality and professional secrecy protections provided by applicable law.

4.2 Any such Dispute which remains unresolved 21 days after either party requests in writing negotiation under Section 4.1 or within such other period as the parties may agree in writing shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. This Section 4 shall be governed by the laws of the Hong Kong Special Administrative Region. The seat of arbitration shall be Hong Kong. For claims less than \$5 million, the number of arbitrators shall be one. For claims equal to or greater than \$5 million, there shall be a panel of three arbitrators. The arbitration proceedings shall be conducted in English.

4.3 JTV retains the right to request, before or during arbitral proceedings, from a court an interim measure of protection, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

5. LIMITATION OF LIABILITY. NOTHING CONTAINED IN THE TERMS OR THIS ADDENDUM SHALL LIMIT THE LIABILITY OF EITHER PARTY FOR LOSS OR DAMAGE ARISING FROM FRAUD OR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THAT PARTY OR ITS EMPLOYEES.

6. Confidentiality. The confidentiality obligations in the Terms do not apply to information that is already publicly known, that is disclosed to Seller without restriction by a third party without any breach of confidence or any breach of contractual or legal obligation, or that is developed independently by Seller without relying in any direct or indirect manner JTV's information or in circumstances where JTV is required by a government authority or court of competent jurisdiction to disclose such information.

7. Definitions. Unless the context otherwise requires, any capitalized terms in this Addendum not specifically defined in this Addendum shall have the meaning given to such terms in the Terms.