



September 8, 2014  
[REDACTED] Tanjeloff  
President  
Astro Gallery of Gems  
417 5th Avenue  
New York, NY 10018

### LETTER OF AGREEMENT

Dear Mr. Tanjeloff:

This letter of agreement (this "Agreement") will confirm our understanding whereby [REDACTED] of Gems (the "Company") retains Rubenstein Public Relations, Inc. ("RPR") as its public relations consultant as further set forth in the proposal for services attached hereto and made an integral part hereof (as the same may be amended from time to time by the Parties' mutual written consent, the "Proposal"). RPR and Company are each referred to as a "Party" and collectively as the "Parties".

#### TERM

*Term; Renewal.* The term of this Agreement shall commence and be effective as of September 15, 2014 (the "Effective Date") and shall continue in full force for a period of one (1) year (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for additional periods of one (1) year each (each, an "Additional Term", and together with the Initial Term, collectively the "Term"), upon the same terms and provisions contained herein (subject to the fee increase set forth in Section A of Article IV below).

*Termination Upon Notice.* At any time during the Term, either Party may terminate this Agreement for any reason or no reason by giving the other Party not less than ~~ninety (90)~~ <sup>sixty (60)</sup> days' prior written notice thereof.

#### RPR SERVICES

*Services.* RPR will perform the services as set forth in the Proposal (the "Services").

*Media Monitoring.* Company agrees that it is optional to purchase the media monitoring services (the "Cision Service") provided by Cision U.S. Inc. ("Cision") to RPR clients. For this purpose, if Company chooses to, Company agrees to execute with Cision a master services agreement, in the form provided by Cision, for access to and use of the Cision Service, and to pay directly to Cision all fees for the Cision Service, currently priced at the preferred rate of \$500 per month. Company hereby chooses whether to authorize RPR to use the Cision Service for the benefit of Company. Company hereby acknowledges and agrees that (i) RPR is not responsible for the cost, operation or ultimate use of the Cision Service; (ii) RPR does not own or operate the Cision Service; and (iii) Company is solely responsible for the payment of Cision Service.

*Special Services.* If the Company requests that RPR perform services not within the scope of services outlined in the Proposal, the Parties agree to negotiate in good faith to reach mutually agreeable terms (including additional compensation) relating to such services, which additional terms will be set forth in a schedule to be attached to this Agreement and incorporated herein by this reference.