

Schedule 2: Consignment Agreement and Consignor Certification

This Consignment Agreement and Consignor certification is made on _____ between JWE LLC dba Diamocycle “as Consignee”(“Diamocycle”) and the undersigned _____ “as Consignor”. All references herein to “I/We” or “my/our” and the like refer to Consignor.

1. Consignor Certifications.

- a. I, _____, hereby certify, represent and warrant that I am/we are the sole, rightful and legal owner[s] of the diamond or other item of jewelry [the “Item”] that we are offering to sell and we hereby request that you arrange for it to be inspected by an independent laboratory and evaluated for the purpose of marketing the Item for purchase. [If there is more than one owner, please include the signature of each owner and describe the nature of the joint ownership (e.g. husband and wife, joint heirs, business partners):
[n/a]
- b. I am/We each are at least 21 years of age and a resident of the United States of America.
- c. I am/we are acting on my/our own behalf and not as an agent or representative of any third party.

2. Consignment; Appointment of Agent; Risk of Loss.

I/We hereby authorize Diamocycle to market my/our item for sale on my/our behalf at the listing price specified in paragraph 10 below, and have the item inspected for authentication by a reputable diamond lab specified by Diamocycle on my/our behalf, which diamond lab may not be owned by or associated with Diamocycle. I/We further appoint Diamocycle as our agent to sell on our behalf said item at the Listing Price specified herein (or at such other price as we agree to in writing), all on the terms and conditions described herein.. As our agent, Diamocycle is hereby authorized to sign and deliver on our behalf a Purchase Agreement with the Buyer in the form attached ¹and to issue a Bill of Sale in our name conveying the item to Buyer. Until the sale is complete, title to the Item shall remain with Consignor and all risk of loss shall remain with Consignor except when the Item is in Diamocycle’s possession.

3. Shipping and Insurance; Limitation of Liability

I/We understand and agree that the prepaid shipping label that you have provided includes insurance for the Item in an amount of [\$_____]. In the event of loss of

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the Item while in transit, Diamocycle shall have no liability and my/our sole claim shall be against the insurer.

4. Communications.

My/our preferred method to receive communications from Diamocycle is [please complete as applicable]:

- a. email to this address: _____
- b. telephone: _____

5. Method of Payment

My/our mailing address to receive payment for my/our item is set forth below. Payments by check in the amount agreed hereunder and mailed to the name and address set forth below will satisfy any obligation of Diamocycle to make payment to me/us under this agreement. If this address changes during the course of the agreement, I/We understand that we are required to notify Diamocycle within 48 hours of an address change to prevent shipping delays and complications. Diamocycle is not responsible for address changes that are not reported within a timely manner and may assess fees for additional shipping-related costs.

6. Cancellation.

I/We understand and agree that I/we can cancel our obligations under this agreement at any time before we have shipped the Item to the diamond lab Diamocycle designates. If I/we do not cancel before that date, I/we understand and agree that our offer is irrevocable subject only to the Buyer's rights under the Return Sale Option. See <https://www.diamocycle.com/marketplace-return-policy>.

7. Fees.

I/we confirm and agree to the Fee structure below for the sale of my item

Agreed Sale Price	Commission Rate
Up to \$1,499	29%

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\$1,500- \$14,999	14%
\$14,999 - \$30,000	11%
Over \$30,000	9%

I understand Diamocycle will be paid a net fee of \$_____ for the sale of my/our item to be deducted from the listing price set forth in paragraph 10.

8. Payment terms.

I/We understand Diamocycle will pay for an item no later than 15 business days after Buyer has received the item, unless Buyer has selected the Return Sale Option and has initiated a return of the Item within 7 days of Buyer's receipt of the item and completes the return within the allowed timeframe of [] days]. t If Buyer returns the Item in compliance with the Return Sale Option (including the time frame for return specified therein), payment of the 2.5% Hassle Fee will be made upon Diamocycle's receipt and favorable inspection of the returned Item and Diamocycle will at the same time return the Item to Seller by Federal Express. Checks will be mailed via standard United States postal carrier. See <https://www.diamocycle.com/marketplace-return-policy>.

10. Listing Price:

I/We agree to a listing price of \$_____.

11. I/we have elected the sale option initiated by me/us below.

a. Return Sale option. X

12. Net Proceeds from Sale:

I/We understand the net proceeds payable to me/us from the sale will be \$_____ which is _____% of the Listing Price set forth in paragraph 10. If the Buyer exercises the Return Sale Option, I shall be entitled to the return of the Item plus a Hassle Fee of \$_____.

13. Governing Law: This contract shall be governed under the laws of the [State of Washington].

14. Other Terms and Conditions.

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- a) This is the entire agreement between the parties with respect to the item. If any provision in the Diamocycle website conflicts with what is stated in this Agreement, the terms of this Agreement shall govern.]
- b) Amendment. Any amendment to this Agreement must be in writing and signed by the parties hereto.
- c) Assignment. My/our rights and obligations under this Agreement may not be assigned, delegated or otherwise transferred by you without our prior written consent. Diamocycle may freely assign, transfer or delegate its rights and obligations hereunder to any third party without my/our consent.
- d) Waiver and Severability. Diamocycle's failure to enforce any right or provision hereunder will not operate as a waiver of such right or provision. If any provision of this Agreement or the application hereof is held to be unenforceable, the remaining portions will continue to be valid and enforceable according to the intention of the parties.
- e) Dispute Resolution; Waiver of Jury Trial. . I/we agree that any dispute, claim or controversy I/we may have arising out of this Agreement will be resolved through mandatory binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rule and the judgment of its arbitrator(s) may be entered by any court of competent jurisdiction. I/we further agree that the US Federal Arbitration Act governs interpretation and enforcement of this provision. THE PARTIES FURTHER AGREE THAT EACH IS WAIVING ITS CONSTITUTIONAL RIGHT TO A TRIAL BY JURY AS WELL AS THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR MULTI-PARTY ACTION. ALL CLAIMS AND DISPUTES RELATED TO THIS CONTRACT MUST BE ARBITRATE OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. ANY DISPUTE, CLAIM OR CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF THIS AGREEMENT OR ITS PERFORMANCE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE ACCRUES; OTHERWISE SUCH CAUSE OF ACTION WILL BE PERMANENTLY BARRED. This provision shall survive the termination of this agreement.

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In witness whereof, the parties have signed this Consignment Agreement and Consignor Certification on this _____day of

Consignor:

Name:

Address

Name:

Address

Consignee

“Diamocycle”

Name:

Title: CEO