

TECHNOLOGY EQUIPMENT CONSIGNMENT AGREEMENT

Sierra Circuit Repair, Inc. d/b/a Mac2MacOnline

This Technology Equipment Consignment Agreement (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between the owner identified below ("Consignor") and Sierra Circuit Repair, Inc., a California corporation doing business as Mac2MacOnline ("Consignee"). Consignor and Consignee may each be a "Party" and together the "Parties."

Consignor	Legal name: _____ _____
Consignor Address	_____ _____
Initial Term	Thirty (30) calendar days beginning on the Effective Date
Commission	Thirty percent (30%) of Gross Sale Proceeds

1. Appointment and Scope

Consignor appoints Consignee as Consignor's exclusive sales and remarketing agent during the Term for the equipment, components, accessories, and related property identified in one or more signed Inventory Schedules substantially in the form of Exhibit A (collectively, the "Equipment"). Consignee accepts the appointment subject to this Agreement.

No Equipment is accepted unless identified in a written or electronic Inventory Schedule or receiving record acknowledged by Consignee. An Inventory Schedule may add item-specific reserve prices, authorized expenses, custody terms, or other conditions; if it conflicts with this Agreement, the Inventory Schedule controls only for the identified Equipment.

2. Term and Renewal

The initial term is thirty (30) calendar days from the Effective Date (the "Initial Term"). The Parties may extend the Agreement only by a written or electronic agreement. Unless extended, Consignee shall stop initiating new sales when the Initial Term expires, but may complete a transaction, return, refund, chargeback, or settlement arising from a buyer commitment made during the Initial Term.

Either Party may terminate earlier as provided in Section 17. Expiration or termination does not affect accrued payment obligations, commissions on qualifying transactions, confidentiality, indemnity, limitations of liability, dispute provisions, or other terms that by their nature should survive.

3. Delivery, Inspection, and Acceptance

Consignor shall deliver the Equipment at its expense to the location approved by Consignee unless an Inventory Schedule states otherwise. Consignee may count, photograph, inspect, grade, inventory, test, wipe, clean, package, or reject Equipment. Initial receiving records are preliminary and may be corrected for concealed damage, shortages, misidentification, serial-number discrepancies, missing accessories, failed testing, counterfeit or altered parts, activation locks, data-security issues, or other conditions discovered later.

Consignee may refuse or return any Equipment that it reasonably determines is unsafe, unlawful, materially different from the description, commercially impractical, subject to a third-party claim, or unsuitable for Consignee's markets. Rejected Equipment remains at Consignor's risk and expense.

4. Title; Authority; No Liens

Consignor retains title to unsold Equipment and represents that it is the lawful owner or authorized agent, has full authority to consign and sell it, and that the Equipment is free of liens, leases, security interests, purchase-money claims, export restrictions that prohibit the contemplated sale, stolen-property claims, and other encumbrances except those disclosed in writing and accepted by Consignee.

Consignor shall promptly provide bills of sale, chain-of-custody records, asset lists, serial numbers, lien releases, export information, proof of ownership, and other documentation reasonably requested by Consignee. Consignor authorizes Consignee to transfer good title to a buyer upon an authorized sale.

5. Marketing and Sales Authority

Consignee may photograph, describe, list, advertise, demonstrate, test, bundle, unbundle, repackage, and market the Equipment through websites, auctions, direct outreach, brokers, resellers, wholesale channels, and domestic or international buyers. Consignee may determine marketing language, channels, and timing using commercially reasonable judgment.

Consignee may accept a sale at or above the written reserve price in the applicable Inventory Schedule without further approval. If no reserve price is stated, Consignee must obtain Consignor's written or electronic approval before accepting a binding offer. Consignee may decline any buyer or transaction for compliance, credit, fraud, logistics, reputational, or commercial reasons.

6. Pricing, Reserve, and No Guarantee

Any valuation, estimated selling range, expected timeline, or recovery projection is a good-faith market estimate, not a guarantee. Market prices may change due to condition, testing, demand, product releases, tariffs, export controls, freight, buyer location, or other factors.

Unless an Inventory Schedule states otherwise, reserve prices exclude sales tax, shipping, insurance, payment-processing charges, customs, duties, refunds, returns, and approved expenses. Consignee has no obligation to purchase unsold Equipment.

7. Commission and Gross Sale Proceeds

Consignee earns a commission equal to thirty percent (30%) of Gross Sale Proceeds for each completed sale. "Gross Sale Proceeds" means the equipment sale price actually collected from the buyer, excluding separately stated sales or use tax and separately stated buyer-paid shipping, insurance, customs, or duties.

The commission is earned when Consignee secures a buyer and the sale closes. It remains earned if Consignor interferes with, circumvents, or completes substantially the same transaction directly or indirectly with a buyer introduced by Consignee during the Term or within one hundred eighty (180) days afterward.

8. Expenses and Deductions

Consignee may deduct the 30% commission and the following amounts from collected proceeds before paying Consignor: buyer refunds and credits; chargebacks; payment-processing or marketplace fees; freight, insurance, crating, pallets, packaging, customs, duties, broker fees, storage, testing, repair, cleaning, data wiping, certification, disposal, and other expenses specifically approved in an Inventory Schedule or later approved in writing.

Consignee shall not incur a single discretionary expense over \$_____ without Consignor's written approval, except reasonable emergency expenses needed to protect persons, property, data, or legal compliance. Consignor remains responsible for amounts exceeding proceeds and shall pay an invoice within ten (10) days.

9. Settlement and Payment

Within ten (10) business days after Consignee has received cleared, non-reversible buyer funds and the applicable inspection or return period has ended, Consignee shall provide a settlement statement and remit the Net Proceeds. "Net Proceeds" means Gross Sale Proceeds less commission, authorized expenses, refunds, credits, chargebacks, taxes required to be withheld, and other permitted deductions.

Consignee may hold a commercially reasonable reserve against pending returns, disputes, chargebacks, warranties, or known liabilities and shall release the balance after the exposure ends. Payments may be made by ACH, check, wire, or another agreed method. Bank and wire fees may be deducted.

10. Custody; Risk of Loss; Insurance

When Consignee physically possesses Equipment, it shall exercise commercially reasonable care. Consignee is not an insurer and is not liable for ordinary wear, latent defects, data loss, market decline, carrier loss, casualty, theft, fire, water, natural disaster, utility failure, acts of third parties, or other loss beyond Consignee's reasonable control, except to the extent caused by Consignee's gross negligence or willful misconduct.

Unless an Inventory Schedule states otherwise, Consignor shall maintain insurance covering the Equipment until title passes to a buyer. For any covered loss for which Consignee is legally liable, Consignee's maximum liability shall not exceed the lesser of the documented fair market value immediately before loss or the applicable written reserve price, less the commission and expenses that would have applied to a sale.

11. Data Security and Device Locks

Consignor is solely responsible for backing up and removing all data before delivery unless the Parties sign a separate data-erasure authorization. Consignor shall remove passwords, activation locks, mobile-device management, remote-management profiles, accounts, SIM cards, and access credentials. Consignee may erase, reset, reformat, or destroy data-bearing media as reasonably necessary for sale, testing, security, or compliance.

Consignor acknowledges that all data may be permanently destroyed and releases Consignee from claims for lost data, software, licenses, settings, or business interruption, except for claims arising from Consignee's gross negligence or willful misconduct.

12. Consignor Representations and Product Disclosures

Consignor represents and warrants that all descriptions, quantities, serial numbers, conditions, test results, specifications, authenticity statements, and disclosures supplied to Consignee are accurate in all material respects; that no identifying labels have been unlawfully altered; and that all known defects, recalls, safety issues, batteries, hazardous materials, missing parts, repairs, and prior failures have been disclosed.

Consignor authorizes Consignee to rely on these representations when marketing the Equipment and shall reimburse losses caused by inaccurate or incomplete information.

13. Buyer Returns, Warranties, and Chargebacks

Consignee may offer commercially reasonable inspection, return, or limited warranty terms to buyers when disclosed in the Inventory Schedule or approved by Consignor. If Equipment is returned, the related sale is treated as reversed unless Consignee resells it. Consignee may deduct refunds, credits, return freight, testing, repair, payment disputes, and chargebacks from current or future proceeds.

Unless expressly approved in writing, Consignee will market used Equipment on an “AS IS” basis with only the condition representations authorized by Consignor and any nonwaivable rights required by law.

14. Taxes and Regulatory Compliance

Consignee may collect and remit sales or use taxes for transactions it processes when required. Consignor remains responsible for its income, property, franchise, and other taxes and shall provide a completed IRS Form W-9 or other requested tax documentation before payment.

Each Party shall comply with applicable laws, including sanctions, export controls, import rules, anti-bribery laws, environmental requirements, privacy and data-security requirements, product-safety rules, and restrictions on controlled or prohibited technology. Consignee may cancel or suspend any transaction presenting a compliance risk.

15. Books, Records, and Audit

Consignee shall maintain commercially reasonable records of sales and settlements for at least three (3) years. Upon reasonable written notice, Consignor may review records directly relevant to its Equipment no more than once per twelve-month period, during normal business hours, subject to buyer confidentiality and redaction of unrelated information. Consignor bears audit costs unless an underpayment exceeding five percent (5%) is found.

16. Indemnification

Consignor shall defend, indemnify, and hold harmless Consignee and its owners, officers, employees, contractors, marketplaces, and agents from third-party claims, losses, fines, penalties, damages, recalls, refunds, chargebacks, costs, and reasonable attorneys' fees arising from: Consignor's breach; title, lien, ownership, authenticity, stolen-property, intellectual-property, product-defect, data, privacy, export, environmental, tax, or safety claims relating to the Equipment; or inaccurate or omitted disclosures.

Consignee shall defend and indemnify Consignor from third-party claims to the extent directly caused by Consignee's gross negligence, willful misconduct, or material breach of this Agreement. The indemnified Party shall give prompt notice and reasonable cooperation; the indemnifying Party may control the defense but may not settle by admitting fault or imposing nonmonetary duties without consent.

17. Termination; Withdrawal; Unsold Equipment

Either Party may terminate for material breach if the breach is not cured within five (5) business days after written notice, or immediately for fraud, insolvency, unlawful conduct, safety risk, sanctions risk, title dispute, or threatened misuse of confidential information. Consignor may withdraw Equipment before sale only with Consignee's written consent and payment of all accrued expenses plus a withdrawal fee equal to ten percent (10%) of the written reserve price or, if none, Consignee's documented midpoint market estimate. No withdrawal is permitted after a buyer commitment without the buyer's and Consignee's consent.

After expiration or termination, Consignor shall retrieve unsold Equipment within ten (10) business days after notice or prepay return freight. After that period, storage accrues at \$25.00 per pallet or \$5.00 per individual item per day. If Equipment remains unclaimed for sixty (60) days after written notice, Consignee may, to the extent permitted by law, return, recycle, dispose of, or sell it and apply proceeds to amounts owed, remitting any remaining balance.

18. Confidentiality and Publicity

Each Party shall protect nonpublic pricing, customer, technical, security, and business information received from the other and use it only for this relationship. This duty does not cover information that is public without breach,

already lawfully known, independently developed, or lawfully received from another source. Required disclosures may be made after reasonable notice when legally permitted.

Consignee may use nonconfidential equipment descriptions and photographs for marketing. Neither Party may use the other Party's trademarks or name as an endorsement without written permission, except that Consignee may identify itself as the authorized seller of the Equipment.

19. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING FROM THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. THIS EXCLUSION DOES NOT APPLY TO FRAUD, WILLFUL MISCONDUCT, CONFIDENTIALITY BREACHES, INDEMNITY OBLIGATIONS, OR AMOUNTS OWED UNDER A SETTLEMENT.

EXCEPT FOR THE EXCLUSIONS ABOVE, CONSIGNEE'S AGGREGATE LIABILITY ARISING FROM THE AGREEMENT SHALL NOT EXCEED THE NET PROCEEDS PAID OR PAYABLE FOR THE SPECIFIC EQUIPMENT GIVING RISE TO THE CLAIM.

20. Disputes; Governing Law; Venue

The Parties shall first attempt in good faith to resolve a dispute through executive-level discussion. If unresolved after ten (10) business days, either Party may request nonbinding mediation in Butte County, California, with costs shared equally.

This Agreement is governed by California law without regard to conflict-of-law rules. Subject to any agreed mediation, the state and federal courts located in or serving Butte County, California, have exclusive jurisdiction, and each Party consents to venue there. The prevailing Party in an action to enforce this Agreement is entitled to reasonable attorneys' fees and costs to the extent permitted by law.

21. Notices

Notices must be in writing and delivered by personal delivery, nationally recognized overnight carrier, certified mail, or email with confirmation of receipt to the addresses stated below or later designated in writing. Notices are effective on confirmed delivery; email is effective when the recipient acknowledges receipt or the sender receives a nonautomated substantive response.

22. Independent Contractor; No Partnership

Consignee acts as an independent contractor and sales agent only. Nothing creates a partnership, joint venture, employment, franchise, fiduciary relationship beyond duties imposed by applicable law, or authority for either Party to bind the other except the specific sales authority granted here.

23. Commercial-Code Notice

The Parties acknowledge that certain consignments may be treated as secured transactions under applicable commercial law and that ownership labels alone may not protect Consignor from claims of Consignee's creditors. Consignor is responsible for obtaining legal advice and making any financing statement or other filing needed to protect its interest. Consignee shall reasonably cooperate with properly prepared filings that do not impose liability or materially interfere with its operations.

24. General Terms

This Agreement, its signed Inventory Schedules, and written amendments are the entire agreement regarding the Equipment and supersede prior discussions. Amendments and waivers must be in writing and signed or

electronically accepted by both Parties. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it shall be narrowed to the minimum extent necessary and the remainder shall continue.

Neither Party may assign this Agreement without the other's consent, except Consignee may assign it in connection with a merger, reorganization, or sale of substantially all related assets. Headings are for convenience. "Including" means "including without limitation." Counterparts and electronic signatures are effective as originals.

SIGNATURES

The Parties agree to the terms above and intend to be legally bound.

CONSIGNOR

Legal name: _____

By: _____

Name/Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

CONSIGNEE

Sierra Circuit Repair, Inc. d/b/a Mac2MacOnline

By: _____

Name/Title: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

EXHIBIT A — INVENTORY SCHEDULE

This Inventory Schedule is incorporated into the Technology Equipment Consignment Agreement dated _____. Attach additional pages as needed.

Consignor

Schedule No.

Delivery Location

Custody

☐ Consignee facility ☐ Consignor facility ☐ Other:

Approved Expense Cap

\$_____ per item / \$_____ total

Qty	Manufacturer	Model / Part No.	Serial / Asset ID	Condition	Reserve Price	Notes

Item-specific buyer return/warranty authority: ☐ AS IS only ☐ ____-day inspection ☐ Other:

Special instructions, disclosures, known defects, data-wiping authorization, or exclusions:

Consignor approval: _____ Date: _____ Consignee approval:

_____ Date: _____

EXHIBIT B — SALE SETTLEMENT STATEMENT

Buyer / Transaction Reference

Equipment / Schedule Reference

Gross Sale Proceeds \$

Less: 30% Commission \$

Less: Marketplace / Payment Fees \$

Less: Freight / Insurance / Packaging \$

Less: Testing / Repair / Data Services \$

Less: Refunds / Credits / Chargeback Reserve \$

Less: Other Approved Expenses \$

NET PROCEEDS DUE TO CONSIGNOR \$

Payment Date / Method / Reference

Prepared by: _____ Date: _____ Reviewed by:
 _____ Date: _____