Exhibit Consignment Agreement

This CONSIGNMENT AGREEMENT ("Agreement") is entered into between EXHIBITTRADER.COM, Inc. ("COMPANY," "we," "us") and the company named below and its responsible agents ("EXHIBIT OWNER," "you"). The exhibit(s), additional component(s), or other related properties included to be listed by COMPANY for EXHIBIT OWNER on COMPANY's Website (the homepage of which may be found at http://www.exhibittrader.com is hereinafter referred to as "PROPERTY."

1. SERVICES TO BE RENDERED

A. PRIMARY OBLIGATIONS
In consideration for the mutual covenants set forth in this Agreement, COMPANY hereby agrees to provide a classified listing to market the PROPERTY (the "Listing") on COMPANY's Website, and EXHIBIT OWNER hereby agrees to pay a commission to COMPANY upon the sale of PROPERTY, as detailed below. At no time shall COMPANY take possession of or have any responsibility for PROPERTY.

B. RELATIONSHIP
Nothing contained in this Agreement is intended to create a partnership, joint venture, agency, or employment relationship between COMPANY and EXHIBIT OWNER. As between EXHIBIT OWNER and COMPANY, EXHIBIT OWNER and not COMPANY shall be responsible for any taxes relating to PROPERTY or transfer of rights to PROPERTY. EXHIBIT OWNER is experienced in business transactions and is not relying upon COMPANY for guidance relating to this Agreement.

2. TERMS OF SERVICE

EXHIBIT OWNER agrees to be bound by the terms of the user agreement titled "Terms of Service" found on COMPANY'S Website as of the date of this Agreement and as amended according to the procedures described therein (including the Privacy Policy and other agreements incorporated therein); the terms thereof are hereby incorporated by reference into this Agreement. The definitions of terms used in this Agreement, if not defined herein, may be given in the Terms of Service.

3. TERM OF AGREEMENT

A. TWELVE (12) MONTH LISTING PERIOD
The Listing for PROPERTY will begin upon COMPANY'S receipt of a copy of this Agreement executed by EXHIBIT OWNER and shall remain in force for twelve (12) months following that date, and the other provisions of this Agreement shall remain in force for an additional eighteen (18) months following the expiration or other termination of the Listing. Nevertheless, either party to this Agreement may elect to terminate the Listing at any time and for any reason, by giving the other party thirty (30) days' written

notice, sent by confirmed personal delivery or certified U.S. mail to other party at the appropriate address indicated below.

B. EARLY TERMINATION

i. Notwithstanding the thirty (30) day termination notice stated above, this Agreement may be terminated immediately by either party for "good cause," which may include any of the following:

a. either party engages in any act that may injure the other party or the other party's reputation;
b. either party violates the Terms of Service or otherwise violates the terms of this Agreement; or
c. unlawful, fraudulent, or deceptive acts or practices, or criminal misconduct, by EXHIBIT OWNER or any principal owner, director, or employee of EXHIBIT OWNER that is relevant to EXHIBIT OWNER's performance.
d. EXHIBIT OWNER reduces PROPERTY pricing to less than $1000 which violates selling price minimum for a PROPERTY by COMPANY listed on a consignment.

ii. Regardless of the timing or circumstances of termination of this Agreement, EXHIBIT OWNER shall pay to COMPANY any amount that is due to COMPANY under this Agreement as of the date of termination within thirty (30) days of notice of termination, or in relation to any amount owing under this Agreement that accrues following the date of notice of termination, within ten (10) days of the accrual of such payment obligation.

4. COMPENSATION

A. For any sale of PROPERTY to an Inquirer during the term of the Listing (or eighteen (18) months thereafter), EXHIBIT OWNER shall pay COMPANY fifteen percent (15%) of all monies received from such transaction (the "Fee") within fifteen (15) days of the sale of PROPERTY. For the sake of clarity, if EXHIBIT OWNER receives an inquiry through COMPANY's Website or Service, or COMPANY directly or indirectly introduces EXHIBIT OWNER to a potential buyer, or a potential buyer's group, company, or associate(s) (any or all of those herein called "Inquirer") before that Inquirer makes other inquiry relating to PROPERTY, and a sale of PROPERTY to any such Inquirer during the term of the Listing or the following eighteen (18) months occurs, EXHIBIT OWNER shall pay all fees and amounts due COMPANY according to this Agreement. If COMPANY discovers EXHIBIT OWNER has sold PROPERTY to an Inquirer during the term of this Agreement (or the eighteen (18) months thereafter), COMPANY will request the relevant details of transaction including total sales price of property and provide 15 days for EXHIBIT OWNER to respond. If EXHIBIT OWNER has neglected to inform COMPANY of the relevant details of such transaction or to fully and promptly respond to COMPANY's request for information regarding the actual transaction(s) after 15 days then the Fee will be based on the price of PROPERTY in the Listing at the time of inquiry. If EXHIBIT OWNER disputes the timing of any inquiry through the Website or otherwise, COMPANY may offer proof of time of inquiry or introduction including time stamped web

logs or emails with time-stamped and dated email, and it will be the responsibility of EXHIBIT OWNER to provide like information upon COMPANY's request that proves that payment of compensation due to COMPANY under this Agreement is not warranted. Failure to promptly provide COMPANY the requested information will result in COMPANY finalizing the Fee (as defined above) owed by EXHIBIT OWNER based on the price of PROPERTY in the Listing at the time the alleged transaction or introduction was made.

B. COMPANY will initially list PROPERTY on its Website with price as specified by EXHIBIT OWNER. COMPANY requires that at no time will a PROPERTY listed by EXHIBIT OWNER be accepted by COMPANY or can a PROPERTY be reduced in price to less than $1000.00. EXHIBIT OWNER will have ultimate control over the sales price of PROPERTY, and COMPANY will alter the price or marketing information relating to the Listing only upon receipt of written authorization from EXHIBIT OWNER, or in its discretion in order to avoid potential liability relating to the Listing or otherwise (including to enhance the technical view ability of PROPERTY).

C. The Fee will be calculated based on the final agreed-upon price accepted by EXHIBIT OWNER for PROPERTY, subject to the provisions herein.

D. Any barter, trade, gift giving, charitable contribution, donation, salvage or like reciprocity of and for PROPERTY accepted by EXHIBIT OWNER in lieu of exchanging money shall be considered a final transaction under this Agreement, and the price for PROPERTY posted in the Listing at the time that the buyer's initial inquiry relating to PROPERTY was logged on COMPANY's Website will be the price used for determining the EXHIBIT OWNERS FEE.

E. If a PROPERTY is listed by EXHIBIT OWNER for sale by COMPANY, but a determination is made offline between an "Inquirer" provided through COMPANY's website and EXHIBIT OWNER to either rent said PROPERTY in lieu of purchase (or) substitute the advertised PROPERTY for another PROPERTY for sale or rent by EXHIBIT OWNER that is not shown on COMPANY's website but introduced to "Inquirer" by EXHIBIT OWNER whom was delivered to EXHIBIT OWNER through the COMPANY's website, then EXHIBIT OWNER shall pay COMPANY fifteen percent (15%) of actual sale or rental price paid to EXHIBIT OWNER as shown on EXHIBIT OWNERS final invoice to the "Inquirer". EXHIBIT OWNER agrees to provide COMPANY a copy of final invoice(s) to "Inquirer" for any such transaction(s) upon request made by COMPANY for purposes of clarification and preparation of final invoice between COMPANY and EXHIBIT OWNER.

F. If a listed PROPERTY or any type of substituted PROPERTY as described above in paragraph E. is sold by EXHIBIT OWNER to an "Inquirer" delivered through the COMPANY's website and is paid for, and if for any reason results in the "Inquirer" rejecting such PROPERTY due to EXHIBIT OWNERS PROPERTY situation(s) or representations and/or "Inquirers" situation(s) or representation(s), the return of said PPOPERTY and refund of any monies for said PROPERTY are the sole responsibility between the EXHIBIT OWNER and the "Inquirer". The return of said PROPERTY or refund of monies between EXHIBIT

OWNER and "Inquirer" shall in no way constitute a refund due to EXHIBIT OWNER from the COMPANY for its commissions on the transaction. The COMPANY at its sole discretion will determine if a refund or credit shall be provided or issued to EXHIBIT OWNER.

G. If payment to COMPANY by or on behalf of EXHIBIT OWNER is made or to be made by credit card, or similar payment process, amounts COMPANY is authorized to charge using that method of payment may be increased by 3.99%, and EXHIBIT OWNER hereby consents to such processing fee in addition to the other fees described herein. COMPANY's charging of any amounts using such payment method shall not relieve EXHIBIT OWNER of any liability for such amounts unless COMPANY actually receives payment from the card's issuer or other payment processor, so that if a charge is declined (for example), COMPANY may continue to bill and collect sums owed to COMPANY by EXHIBIT OWNER using any legal means.

H. If payment to COMPANY is made by or on behalf of EXHIBIT OWNER by check or similar bank draft, and payment on such check or draft is declined, COMPANY reserves the right to charge EXHIBIT OWNER a fee of thirty dollars ($30) or the maximum amount allowed by law, whichever is greater, in addition to any other amounts due under this Agreement. In addition, any delay in any payment due to COMPANY shall accrue interest at the highest legal rate applicable to transactions of this type, and COMPANY shall be entitled to charge EXHIBIT OWNER for any costs incurred relating to collection of amounts past due under this Agreement.

I. If EXHIBIT OWNER elects COMPANY to post a PROPERTY on behalf of EXHIBIT OWNER for any reason other than the technical inability to upload correctly via COMPANY(s) electronic posting process; a posting fee of $35.00 US per PROPERTY will be required upfront prior to being posted.

J. If this Agreement is terminated by EXHIBIT OWNER other than by written authorization from COMPANY or is terminated by COMPANY because SELLER violates COMPANY minimum selling requirement on listing and fails to correct violation immediately, or as provided for in the LIMITED AND EXCLUSIVE REFUND POLICY FOR Sellers ONLY section of the Terms of Service, EXHIBIT OWNER shall owe COMPANY a listing and processing fee of $125.00 US.

5. NON-EXCLUSIVITY & PRICE PARITY

COMPANY does not require exclusive listing of PROPERTY; COMPANY relies on its ability to outperform other means EXHIBIT OWNER may use to market PROPERTY. As part of this non-exclusive agreement, EXHIBIT OWNER must match the lowest price for PROPERTY listed or promoted elsewhere. If PROPERTY is listed elsewhere, EXHIBIT OWNER must notify COMPANY of the names and website addresses of the other sellers. If non-price parity is discovered and the listed price of PROPERTY is found advertised elsewhere at a lower price than offered on Company's website, the COMPANY has the right per this clause to adjust the advertised price on the website to match the price found elsewhere without any

further written notice to EXHIBIT OWNER and/or at its sole discretion can terminate the PROPERTY listing without notice to the EXHIBIT OWNER.

6. PUBLICITY

You hereby grant COMPANY the right to announce the relationship set forth in this Agreement in a list of clients, press release, or similar public announcement without further approval from you and to reproduce any correspondence between you and COMPANY regarding your relationship with us in the form of a case study, testimonial, etc. ("Testimonial"). You also agree to the following: (1) we may use the Testimonial locally, nationally, or globally, and such use may be made in any media, information, or communication platform currently in use or later developed including internet marketing and press releases; (2) any such use of the Testimonial will be at our discretion and without compensation to you; (3) we may use the Testimonial with or without any user- or pen-name; (4) our right to use the Testimonial is perpetual and may be assigned; (5) the Testimonial shall constitute Content (and therefore be subject to all representations, warranties, and indemnities relating to Content; (6) we may edit or alter such Testimonial to remove personal information, statements that may be a violation of law, statements that may infringe on our rights or the rights of third parties, or other material, the removal of which would not affect the meaning of the message in the Testimonial; and (7) we may allow any of our parents, subsidiaries, or affiliates to use the Testimonial in the manners set forth herein but in relation to their respective businesses or websites. Other than your user- or pen-name or other name, which we may or may not use, your personal contact information will not be disclosed in connection with our use of your Testimonial.

7. WARRANTIES AND REPRESENTATIONS

EXHIBIT OWNER and the undersigned, as appropriate, hereby represent and warrant that:

A. EXHIBIT OWNER is an individual or entity having the legal right to do business in the state of Texas is in good financial condition, solvent, and able to pay its bills when due.

B. EXHIBIT OWNER has the legal right to sell or rent PROPERTY and to enter into and fully perform all the terms and conditions of this Agreement; PROPERTY may be legally marketed and used in any relevant U.S. state or foreign jurisdiction.

C. PROPERTY is in good condition, fit for the purpose contemplated by the typical user of COMPANY'S Website or other Service, and use of PROPERTY for its intended purpose(s) shall not result in damage to property or bodily injury.

D. The information provided by EXHIBIT OWNER is accurate and not misleading.

E. The undersigned has the legal right and corporate authority to execute this Agreement on behalf of EXHIBIT OWNER.

F. If the undersigned is selling the PROPERTY as a third party responsible agent of the EXHIBIT OWNER, the undersigned responsible agent accepts full responsibility for payment to Company and accepts full responsibility of all terms and provisions as described in this agreement. It is recommended that if representing an EXHIBIT OWNER as its third party responsible agent, YOU (on behalf of the EXHIBIT OWNER) get an authorized signature of the EXHIBIT OWNER to go along with your authorized signature.

8. INDEMNIFICATION

A. EXHIBIT OWNER shall defend, indemnify, and hold harmless COMPANY, its officers, directors, employees, counsel, agents, and attorneys-in-fact and -at-law from and against any claims, demands, liabilities, or expenses (including attorneys' fees and costs) for any injury or damage, including any personal or bodily injury or property damage, relating to actual or alleged: infringement of the statutory or common-law rights of COMPANY or of any third party (including torts, patents, copyrights, and trademarks), breach of any of EXHIBIT OWNER's representations or warranties, or other breach of this Agreement or any other agreement between EXHIBIT OWNER and COMPANY or between EXHIBIT OWNER and any user of COMPANY's Website or other Service, or otherwise relating to the marketing, sale, or delivery of PROPERTY as received by any buyer or renter of PROPERTY.

B. This duty to indemnify COMPANY and the parties identified in the preceding paragraph shall be in addition to EXHIBIT OWNER'S warranty obligations and other indemnification obligations.

9. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by and construed according to the laws of the State of Texas. Both parties hereby agree to submit to the exclusive jurisdiction and venue of the federal and state courts of Texas and that venue shall only be proper in Ellis County, Texas with respect to any disputes arising out of this Agreement; however, for purposes of enforcing indemnification obligations, the parties agree to submit to jurisdiction and venue of any court of competent jurisdiction.

10. WAIVER OF JURY TRIAL

Each party hereby waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any other documents relating to the subject matter of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach-of-duty claims, and all other common-law and statutory claims, and these provisions will not be subject to any exceptions. Each party hereto hereby further warrants and represents that such party has

either reviewed this Agreement with its legal counsel or knowingly foregone its right to do so; each such party knowingly and voluntarily waives its rights to trial by jury.

11. WAIVER

The waiver of any breach of any provision of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other provision, and to be effective, any waiver must be in writing and signed by the party to be charged

12. SEVERABILITY

If any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, to any extent, the rest of the Agreement shall remain effective, and the enforcement of any such provision shall be limited only to the extent required by applicable law.

13. NOTICE

Except as otherwise stated in this Agreement, notice may be given to COMPANY via email at: postings@exhibittrader.com re: Exhibit Consignment Agreement, written notices may be provided to COMPANY at the address below, and notices to EXHIBIT OWNER may be directed to the physical or email addresses provided below or in the Exhibitor's Information form. The provisions of and information provided in the Exhibitor's Information forms are hereby incorporated by reference into this Agreement. Addresses for notice may be changed upon written notice by a party to the then-current address for the other party.

14. SURVIVAL

Provisions of this Agreement that by their express terms, or by necessary implication, apply for a period of time other than specified herein shall be given effect, as applicable, following expiration or other termination of this Agreement.

15. ENTIRE AGREEMENT

This Agreement (including the Terms of Service and other documents incorporated herein) contains the entire understanding between the parties relating to its subject matter and supersedes any prior or contemporaneous agreements and communications, whether written or oral. This Agreement may not be changed orally, but may only be changed by a written instrument signed by COMPANY and EXHIBIT OWNER. As among any of the documents incorporated herein, the more specific provisions shall control; if there is any apparent conflict between any part of this document and the Terms of Service or other documents incorporated herein, the provisions of the Terms of Service shall supplement and govern.