

Cleere Consignment Agreement

This Agreement (the "Agreement") states the terms and conditions that govern the contractual agreement between the Consignor and Consignee, Cleere SE LLC (the "Consignee") who agree to be bound by this agreement.

Whereas, the Consignor owns right and title to the items physically turned over to the Consignee (the "Consigned Items"), and the Consignee desires to take possession of the Consigned items with the intention of selling them to a third party.

NOW, therefore, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") convent and agree as follows:

NON-CONSIGNED ITEMS. Items physically turned over to the Consignee that meet any of the following criteria (the "Non-Consigned Items") will not be consigned nor returned to the Consignor, and will become the property of the Consignee, unless specified at time of agreement that the Consignor will pick back up remaining items within one week of notice of availability:

- Any item with an original retail price below \$50.00.
- Any item in poor condition (torn, stained, damaged, missing pieces, significantly worn).
- Any item from a brand listed as an ineligible brand (see Appendix A).
- Any item deemed to have a current market resale value of less than \$10 as determined at the sole discretion of the Consignee.
- Any item that is an undergarment that does not have original tags attached.
- Any item that is a swimsuit that does not have original tags attached.
- Any item that is counterfeit.
- Any item that is not an apparel item in the category of clothing, shoes, or accessories.

RIGHT TO SELL. The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Items according to the terms and conditions of this Agreement.

MINIMUM PRICE. There is no minimum price at which the Consignee may sell the Consigned Items. All list prices are determined at the sole discretion of the Consignee unless previously agreed to in writing.

CONSIGNMENT FEE. The Consignee shall be entitled to a Percentage of the full purchase price of the Consigned Items, plus \$3 per item sold (the "Consignment Fee"). See Appendix B.

TIMEFRAME. In the event that all the Consigned Items are not sold by 90 days from the date of this Agreement, all unsold Consigned Items will become the property of the Consignee, unless specified at time of agreement that the Consignor will pick back up remaining items within one week of notice of availability.

PAYMENT. Within two weeks after 90 days from the date of this agreement, the Consignee shall deliver to the Consignor the sale price of the Consigned Items less the Consignment fee.

CONSIGNOR REPRESENTATION. The Consignor hereby represents and warrants that the Consignor holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items.

EXPENSES. The Consignee shall bear all expenses for storing, packaging, and shipping the Consigned Items.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

APPENDIX A - Ineligible Brands

All brands sold at Target, Walmart, Ross, or other discount stores

A New Day

Aerie

Aeropostale

American Apparel

Arizona Jean Company

Cable & Gauge

Cato

Champion

Chaps
 Charlotte Russe
 Charming Charlie
 Cherokee
 Croft & Barrow
 Disney
 Faded Glory
 Forever 21
 Gap Outlet
 H&M
 Lee
 Maurices
 Merona
 Mossimo
 Mudd
 New Look
 No Boundaries
 Old Navy
 rue21
 Shein
 Uniqlo
 Universal Threads
 Wet Seal
 Who What Wear
 Wild Fable
 Worthington
 Xhilaration

APPENDIX B - Consignment Fee

Item Purchase Price	Consignment Fee
\$0.01-\$9.99	100% of purchase price
\$10.00-\$49.99	\$3 + 50% of purchase price
\$50.00-\$99.99	\$3 + 40% of purchase price
\$100.00 & up	\$3 + 30% of purchase price

For example, an item that sells for \$100.00 would have a consignment fee of \$33.00 ($\$3 + (30\% * \$100.00)$)